



MINUTES

SELECT BOARD

03/09/2021

Present: Select Board Member Bernard W. Greene, Select Board Member Nancy S. Heller, Select Board member Heather Hamilton, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc

6:00 pm virtual recorded meeting via the zoom platform

ANNOUNCEMENTS/UPDATES

Chair Greene: the Policing Reform Committee has two items coming up. There will be a feedback form on the Town's website where citizens can post informal comments regarding any interactions they've had with the police without going through a fairly long complaint process.

Board member Heller: March 15, 2021 there will be a meeting on the Urban Forrest Master Plan.

Brookline's tree canopy has shrunk especially in North Brookline; This is not something we want to see.

Board member VanScoyoc: The Community Preservation Act will be on the ballot; it's time to spread support. If a Select Board candidate supports it they should encourage the passing as well.

Bartlett Crescent has a situation with a nearby construction site; trucks are passing through, some idling, and many workers are not wearing masks. There are a lot of routine environmental violations that are difficult to enforce. We need to do something more vigorous to address these offenses including mask wearing and idling trucks.

NORFOLK COUNTY SHERIFF UPDATE

Norfolk County Sheriff, Patrick McDermitt gave a brief update of his background. He noted that he welcomes this new opportunity to serve as Sheriff to bring a new perspective on public safety to the sheriff's office and to the town of Brookline, and take a proactive approach to make residents safer. He gave a brief review on community programs and reach out initiatives Norfolk County is supporting.

Board member Fernandez added that as the chair of the task force to reimagining Policing, they are proposing a sort of a reimagining not just a policing, but around public safety, and moving funds away from policing and allocating them towards social services to address, not just the symptoms of the issues that we see, but the root causes of those issues. Last June Norfolk Sheriffs came in during a police protest and were deployed in full riot gear. There were no patches or insignias identifying themselves making it a scary situation. His concern is that you have someone with their primary role of an officer working in the jail system and then applying that training working at a peaceful protest. Mr. McDermitt responded from the conversations I've had, we are going to revisit how we deploy those particular units, when they get deployed and how they get deployed. And certainly the last thing we want to do is have any kind of a strike force that's intimidating to residents.

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PUBLIC COMMENT

1. Neil Gordon spoke on his participation in a recent Homelessness Task Force meeting and his duties as a Constable, where he has served dozens of eviction hearing notices, which is the last step before an eviction is ordered, most are for non-payment of rent or a smoking offense. Collectively Brookline Constables serve one eviction notice per month on average including those voluntarily vacating. He noted there is a reconceived stereotype and especially of the Brookline police department and the Brookline DPW on their treatment of our homeless residents, I assure you mean spirit was nowhere to be found in his observations. Officer Amendola is tasked with looking out for the homelessness, and shows respect for them and their possessions. He watches out for them because he is the only resource available to do so.
2. Regina Frawley: spoke on the recent firing of a Trader Joe's employee for selling alcohol to a minor. She has viewed many licensing hearings and violations over the years and the process was the Select Board would hear the violation and hold the manager/establishment accountable for the violation. She hopes the Select Board will take that route in this instance.
3. Deborah Brown: Spoke on the \$70k spent on an outside consultant and would like some response on the fact there is no work product from this. She also spoke funding allocations for important services programs and asked the Board to look at the CIP; why do we put so many funds on the operating side and not using the bonding authority. The Community Preservation Act will be on the ballot and we need your support.
4. Ade spoke on upcoming marijuana establishments and asked if the cannabis mitigation committee has considered giving the license to a person of color. He also asked about an incident at Sanctuary Medicinals and if the Board will review it.
5. Board member Heller responded that the mitigation committee addresses the allocation of funds from the Host Community Agreement. She does not have direct knowledge of the applicants; that is vetted through the Cannabis Control Commission. Chair Greene added that the Select Board can and has put on notice to applicants that were concerned about diversity within their internal composition of management and staff, and we will raise those issues. To address the incident at Sanctuary Medicinals, Vice Chair Hamilton added that the CCC is reviewing it.

MISCELLANEOUS

Question of approving the meeting minutes from March 2, 2021.

On motion it was,

Voted to approve the meeting minutes from March 2, 2021, as amended.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

EXTRA WORK ORDER

Question of approving an Extra Work Order with VHB in the amount of \$14,500 and Execute a revised Memorandum of Understanding with the Massachusetts Bay Transportation Authority (MBTA) to reimburse the Town for the total cost of the VHB study up to \$41,000 for the Feasibility Study of Bus Prioritization within the Gateway East Project Area.

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On motion it was,

Voted to approve an Extra Work Order with VHB in the amount of \$14,500 and Execute a revised Memorandum of Understanding with the Massachusetts Bay Transportation Authority (MBTA) to reimburse the Town for the total cost of the VHB study up to \$41,000 for the Feasibility Study of Bus Prioritization within the Gateway East Project Area.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

AGREEMENT

Question of approving the agreement between the Massachusetts Department of Transportation and Chestnut Hill Investments, LLC and the Town of Brookline relative to the required relocation of the traffic signal control box at the intersection of Boylston Street and Hammond Street in Chestnut Hill.

On motion it was,

Voted to approve the agreement between the Massachusetts Department of Transportation and Chestnut Hill Investments, LLC and the Town of Brookline relative to the required relocation of the traffic signal control box at the intersection of Boylston Street and Hammond Street in Chestnut Hill.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

CONTRACT

Question of approving the contract with MDM Engineering Company, Inc. for a Multiple Roof Replacement Project on the Heath, MSC, New Lincoln, and Pierce Primary buildings in the amount of \$1,775,000.

On motion it was,

Voted to approve the contract with MDM Engineering Company, Inc. for a Multiple Roof Replacement Project on the Heath, MSC, New Lincoln, and Pierce Primary buildings in the amount of \$1,775,000.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

GRANTS

Question of accepting the following grants for the Fire Department:

- \$7,600.00 for Student Awareness of Fire Education (S.A.F.E.).
- \$3,019.00 for Senior SAFE

On motion it was,

Voted to accept the following grants for the Fire Department:

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- \$7,600.00 for Student Awareness of Fire Education (S.A.F.E.).

- \$3,019.00 for Senior SAFE

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

CALENDAR

COVID-19 UPDATE

Update on the status of COVID-19 in Brookline.

Director of Health and Human Services, Dr. Jett gave the following update:

- Massachusetts death cases are slowing down,
- Brookline currently has 1800 people being isolated due to covid. Averaging 2-10 cases a day.
- 1487 vaccines were administrated in Brookline
- CDC has new recommendations related to persons that received the vaccination
- One person was fully vaccinated and 6 weeks after contracted COVID, a concern
- Local health departments are not receiving vaccine doses directly

FY22 DEPARTMENTAL BUDGET REVIEW

Review of the FY22 Departmental Budgets for the Office of Diversity, Inclusion, and Community Relations and the Police Department.

Office of Diversity Inclusion and Community Relations

Director, Chief Diversity Officer, Lloyd Gellineau gave a presentation, and reviewed their staff.

The Office provides professional and administrative support to the following Town Commissions and ad hoc Committees:

- Brookline Commission for the Disabled
- Brookline Commission for Women
- Brookline Commission for Diversity, Inclusion, and Community Relations
- Dr. Martin Luther King Jr. Celebration Committee
- Age Friendly Cities Committee
- Indigenous People's Day Committee
- Hidden Brookline
- Women Thriving Inc.
- Domestic Violence Roundtable

The budget reflects a decrease of \$10k due to covid related activities that slowed down some programs and activities.

The racial equity advancement fund is ready to be allocated, after a thorough review.

Accomplishments:

- Diversity inclusion virtual exhibits
- Continued to provide community quiz

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- Created a community engagement plan
- Working with business to increase disability access
- Continue to monitor and encourage civic participation
- Increase awareness of fair housing practices

Chair Greene asked about all the tasks they cannot do because they are strapped for staff ; could you compile a list of tasks that has been assigned to you by a town meeting ? This would help us in planning for the future. We understand that a lot has been put on your shoulders.

Board member VanScoyoc asked about the new community engagement and her introduction into the community. Also, how will we know the success in a year from now?

Mr. Gellineau responded that she is out there and attending meetings and being introduced to community groups.

Board member Fernandez noted their limited resources to tackle large problems, the rhetoric is out front but the resources lag. He would like to see more investment into their programs.

Police Department

Acting Chief Morgan gave a presentation:

Overview:

Police Department Mission

Police Department Values

Department Structure: Review of the following divisions: Administration and Support, Patrol division, Criminal Investigation Unit, Community Services, Traffic and Parking Division, Public Safety Dispatch Division

FY22 135 sworn officers reduced by 4 positions, currently 126 officers with 9 vacancies.

2020 Crimes, Activity and Calls

- 778 Part A crimes reported in Brookline , up 28% from 2019 :Larceny theft up mainly due to covid and package theft; more people were at home and the increase in deliveries
- Arrests 206
- Field Interrogations 36
- Moving violations 3,400
- Parking tickets 73k
- Calls for service 63, 806

Highlights:

Supporting the Town throughout Covid

EOC staffing

Working with Select Board committees on reform and reimagining police services

Awarded several grants for trainings and programs

Policy and procedure; updates and revisions

Goals: support vaccination clinics

Continue virtual programs and community outreach

Fill the Chiefs position and other supervisory positions

Implement towns community engagement plan and transition policies

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Some goals for 2021:

- Continue to support the Town through covid. Actively engage with EMT, EOC and vaccination clinics
- Continue virtual programs and community outreach and resume in person when allowed
- Fill the Chief's position and other supervisory positions
- Implement Town's community engagement plan
- Transition the policy to incorporate the Police Reform Act of 2020
- Actively recruit new officers with the efforts to increase diversity

Budget overview:

- Overall budget is reduced \$246,716 loss of civilian positions and capital budget went down
- FY22 Budget impacts
- Reductions in staffing
- Increased overtime budget to meet minimum staffing
- Department was impacted by Covid
- Possible expenses unaccounted for in Fy22

Chair Greene: Part A crimes are down, yet the clearance rate is 42% ; Chief Morgan responded the national average for clearance rate is 28%

Board member Fernandez asked about the arrest process during covid where people are not brought into the station but given a summons/notice to appear. Can we do more of that. Is there some downside to doing that? Chief Morgan explained it depends on the type of crime. Some are mandated. Board member Fernandez would like to have further conversations as to how certain crimes are treated. Chief Morgan added there are things that are weighed; we don't want to bring people into the station that we don't need to. We try to minimize, deescalate and determine the petty crimes; our actual arrest rates are very low. He gave a brief review of the various crimes and the related process, including how special orders get processed into general orders.

Board member Heller asked about hiring practices and the percentage of minority officers.

Chief Morgan replied 34% between people of color and female officers. He explained the civil services requirements on hiring. Brookline residents get first preference, followed by other preferences. He noted that local Chiefs are working with Civil Services to bypass some of the preferences.

Board member VanScoyoc asked about moral and how important is that related to day to day performance and recruiting efforts. Chief Morgan responded it is not that good. Officers feel they are constantly being scrutinized trying to get to the gotcha moment. Board member VanScoyoc added it is not just a Brookline issue it is a national problem. He is interested in hearing about reimaging police from the perspective of those that do it every day.

Board member Fernandez added that moral has been low in communities of color for a long time especially with regard to policing. There are people of color who live in Brookline that don't live in public housing. Any strategy that is going to bring engagement beyond public housing and should part of the holistic strategy to address issues to make everyone feel safe. He offered to have a conversation with Chief Morgan to share thoughts and to engage in a real open, honest nonpublic exchange or to pull together a focus group of all walks of life in the community and have a conversation.

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CHANGE OF CONTROL OF RCN TELECOM SERVICES OF MA

Vote to approve the FCC Form 394 transfer requested seeking the Select Board's approval for a change of control of the Cable Television Franchisee, RCN Telecom Services of MA, LLC, from Radiate Holdings, LP to Stonepeak Associates, IV LLC.

Town Administrator Kleckner reviewed that there was a public hearing on this fairly routine process for telecom services; a new cooperation that is going to assume ownership.

On motion it was,

Moved that the Brookline Select Board hereby votes to approve the transfer of control of the Brookline Cable Television Renewal License, dated April 27, 2018, from Radiate Holdings, LP to Stonepeak Associates, IV LLC.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

OAK STREET SALE

Question of considering and taking a possible vote on the Town Administrator's recommendation to sell Town owned property at 15-19 Oak Street.

Town Administrator Kleckner gave a brief overview of the Oak Street properties that the Town purchased in efforts to accommodate a 9th school at Baldwin School site. The debt exclusion related to the project did not pass. Now the town is the owner of three residential condos and we need to pay off the debt without a debt exclusion. Some alternatives would be to use the property for municipal or school purposes. This would require substantial upgrades to convert to a commercial use and adhere to life safety codes; it is also a very expensive task. He also assumes that the schools are well covered in their space needs at this time. The town could rent the properties, but that would not be enough to pay off the debt and state law requires that the debt be paid off first. The selling process would go through a bidding process.

On motion it was,

Voted to support the Town Administrator's recommendation to sell Town owned property at 15-19 Oak Street.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

WARRANT FOR THE 2021 ANNUAL OWN MEETING

Question of approving and executing the Warrant for the May 19, 2021 Annual Town Meeting.

Deputy Town Administrator, Melissa Goff, gave a brief review of the 40 articles filed.

The Board spoke on providing guidelines and processes to make the warrant article schedule smoother and less cumbersome. They are willing to review how to make the process quicker and more efficient.

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On motion it was,

Voted to approve and execute the Warrant for the May 19, 2021 Annual Town Meeting.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

WARRANT ARTICLES - PUBLIC HEARING

Discussion and possible vote on the following Warrant Articles for the 2021 Annual Town Meeting:

WA 1 Wood and Bark

WA 5 Unpaid Bills

Ms. Goff relayed that these are annual articles.

WA 1 Wood and Bark

Ms. Goff introduced the article.

Public hearing: no speakers

On motion it was,

Voted 5-0 Favorable Action on Article 1.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

WA 5 Unpaid Bills

Ms. Goff indicated there are no unpaid bills.

Public hearing: no speakers

On motion it was,

Voted 5-0 no action on Article 5.

Aye: Bernard Greene, Nancy Heller, Heather Hamilton, Raul Fernandez, John VanScoyoc

BOARDS AND COMMISSIONS - APPOINTMENTS

A discussion on the following candidates for appointment/reappointment to Boards and Commissions

Advisory Council on Public Health

Town Administrator Kleckner reviewed his memo that provided an overview of the composition of the Advisory Council on Public Health. Upon the resignation of Dr. Narain, an environmental health expert, the council has expressed a desire to appoint someone with those qualifications. There was one applicant without environmental expertise that was appointed as an associate member. Since that

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appointment another application came in without environmental health expertise. He offered the Board an option of promoting the current associate member to full membership and to consider appointing a new applicant as an associate member, or expand the associate membership leaving a full membership open should an applicant with environmental health experience.

The Board will consider the options and would like to hear from the Chair of the Council Patricia Maher.

There being no further business, the Chair ended the meeting at 9:00 pm.

ATTEST

EMERGENCY ACCESS EASEMENT AGREEMENT

This EMERGENCY ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2021, by ROSB REALTY LLC, a Massachusetts limited liability company (the “**Grantor**”), to THE TOWN OF BROOKLINE, acting by and through its SELECT BOARD (the “**Grantee**”), as authorized by an affirmative Town Meeting vote at the 2021 Annual Town Meeting, a certified copy of which is attached to this Agreement as **Exhibit A**. The Residences of South Brookline LLC, a Massachusetts limited liability company (“**Ground Lessee**”), joins in the execution and delivery of this Agreement to be bound by the obligations of Grantor as set forth herein.

WITNESSETH:

WHEREAS, Grantor is the owner of the fee interest in that certain property located in Brookline, Norfolk County, Massachusetts, as more particularly described on **Exhibit B** attached hereto (the “**Property**”), pursuant to Quitclaim Deed dated November 7, 2019, and recorded with the Norfolk County Registry of Deeds (the “**Registry**”) on November 18, 2019 in Book 37352, Page 154.

WHEREAS, the Brookline Zoning Board of Appeals (the “**Board**”) granted a comprehensive permit to Ground Lessee, pursuant to M.G.L. c. 40B by virtue of a Decision filed with the Brookline Town Clerk (the “**Town Clerk**”) on February 20, 2015 and recorded with the Registry on November 1, 2019 in Book 37307, Page 241, as amended by the Board’s Decision approving insubstantial changes to the comprehensive permit filed with the Town Clerk on April 30, 2019 and recorded with the Registry on November 1, 2019 in Book 37307, Page 277, the Board’s Decision approving insubstantial changes to the comprehensive permit filed with the Town Clerk on November 6, 2019 and recorded with the Registry on November 18, 2019 in Book 37352, Page 116, and the Board’s approval of insubstantial changes to the comprehensive permit pursuant to the Board’s unanimous vote at a public meeting held on December 7, 2020 (as of the date hereof, the Board’s issuance of its Decision is forthcoming) (as so amended, and as may be further amended from time to time, the “**Comprehensive Permit**”).

WHEREAS, Ground Lessee intends to improve the Property with a multi-family residential development (the “**Development**”) pursuant to the terms and conditions of the Comprehensive Permit.

WHEREAS, in connection with the Development, Grantee has required that emergency access be provided to and from that certain surface parking lot located on Lot E1¹ of the Property (the “**Lot E1 Surface Parking Lot**”) to Thornton Road (the “**Emergency Access Lane**”). The Emergency Access Lane shall be depicted as the “Easement Area” on the Easement Plan attached hereto as **Exhibit C**.

¹ Lot E1 is located on Parcel 3B shown on a plan entitled “Hancock Village, Plan of Land in Brookline/Boston, MA (Norfolk/Suffolk County) Scale 1” = 100’, Date: September 20, 2018 by Precision Land Surveying, Inc.” recorded with the Registry at Plan Book 684 of 2019, at Page 61.

3.B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor hereby grants to Grantee, with QUITCLAIM COVENANTS, the following rights and easement:

1. The non-exclusive easement for ingress and egress in, over and through the Emergency Access Lane for the sole and exclusive purpose of providing vehicular access between the Lot E1 Surface Parking Lot and Thornton Road by fire and other public emergency vehicles only in the event of an emergency.

Notwithstanding anything to the contrary contained herein, the rights and easement granted herein are subject to the following:

- A. Emergency Use. Any use by Grantee of the Emergency Access Lane shall be limited only to emergency access by public emergency vehicles, including, without limitation, fire trucks and other public emergency apparatus.
- B. Non-Exclusivity. The rights and easement granted hereby are non-exclusive and shall be exercisable in common with all rights of the Grantor, and its successors and assigns, with respect to the Property (including, but not limited to, all easements and other rights now or hereafter affecting any portion of the Property), and the Grantor expressly reserves and retains the right to (and grant others the right to) use, or grant to others the right to use the surface and subsurface of, and the air space above, the Emergency Access Lane so long as the ability of the Grantee to utilize its rights herein for emergency access are not compromised.
- C. No Surface Rights. Absolutely no surface or subsurface rights are granted to Grantee herein, except for such temporary access rights over the Emergency Access Lane. Grantor expressly reserves and retains the right to use, or to grant to others the right to use, the surface and subsurface of, and the air space above, the Emergency Access Lane.
- D. Insurance. Grantee is self-insured. Grantee shall cause any Town contractor accessing Grantor's Property pursuant to this Agreement to, maintain, in a company or companies authorized to do business in the Commonwealth of Massachusetts:
 - (i) Commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from the exercise of Grantee's rights hereunder, naming Grantee and Grantor as additional insureds and having single limit coverage of not less than Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate (or such higher amounts reasonably required by Grantee);
 - (ii) Business auto liability insurance covering auto (including owned, if any, hired and non-owned autos), with a limit of not less than One Million Dollars (\$1,000,000) each accident (or such higher amount reasonably required by Grantor);

3.B.

- (iii) Workers compensation insurance in compliance with applicable statutory requirements; and
- (iv) Employers liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) each employee for bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease (or such higher amounts reasonably required by Grantor).

Grantee shall, upon written request from Grantor, furnish to Grantor certificates of insurance evidencing the requirements of this Section D. The foregoing insurance requirements may, from time to time, be subject to increased minimum coverage limits as may be reasonably required by Grantor, upon prior written notice to Grantee.

- E. No Liability. Grantee agrees that it will exercise the rights granted to it hereby at its own risk and neither Grantor nor any of its members, officers, agents and employees shall have any liability to Grantee for any actions, claims, costs, fees, expenses, liabilities and damages (including reasonable attorneys' fees and expenses and costs of investigation and litigation) whatsoever which may be incurred or for which liability may be asserted as a result of any activities undertaken by or for Grantee in connection with its exercise of the rights granted herein.
- F. Further Assurances. Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under, or as may be reasonably necessary or helpful to give effect to, this Agreement.
- G. Relocation. Grantor shall have the right from time to time, at its own cost and expense, to relocate the Emergency Access Lane in any manner that provides for the ability of emergency vehicles to pass from the Lot E1 Surface Parking Lot to Thornton Road. Upon recording in the Registry of an instrument signed by Grantor and Grantee, indicating a relocation of the Emergency Access Lane, the rights and easement herein granted with respect to the original Emergency Access Lane shall cease and terminate, and shall attach to the relocated Emergency Access Lane, and such relocated Emergency Access Lane shall be treated as the land subject to the rights and easement granted herein.
- H. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing (by a party or by such party's attorney), and shall be sent by (i) personal delivery, (ii) delivery by a recognized overnight courier, (iii) United States mail, postage prepaid, registered or certified mail, or (iv) email, with proof of transmission, addressed as follows:

If to Grantor:

ROSB Realty LLC
c/o Chestnut Hill Realty Corp.

3.B.

300 Independence Drive
Chestnut Hill, MA 02467
Attn: Peter F. Poras
Email: pporas@chestnuthillrealty.com

With a copy to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attn: Steven Schwartz, Esq.
Email: sschwartz@goulstonstorrs.com

If to Grantee:

Select Board
Town of Brookline
333 Washington Street
Brookline, MA 02445

With a copy to:

Town Counsel
Town of Brookline
333 Washington Street
Brookline, MA 02445

- I. Amendment. This Agreement may be modified or amended only by agreement, in writing, signed by the parties hereto or their respective successors and assigns.
- J. Successors and Assigns. All rights and privileges herein granted shall run with the land and shall be binding upon Grantor, its successors and assigns, except that in the event of an assignment by Grantee, if the assignee is not a government or governmental authority, such assignment shall be of no force or effect unless approved in advance by the Grantor in writing, which approval may be conditioned or withheld in Grantor's sole and absolute discretion. Notwithstanding anything to the contrary set forth in this Agreement, in the event that the Property ceases to be used for the purposes contemplated under the Comprehensive Permit, then this Agreement shall terminate and be of no further force and effect.
- K. Section Headings. Section headings used herein are intended for reference and convenience only, and shall not affect the interpretation of the agreements contained herein or the rights granted hereby.

3.B.

- L. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall be enforceable in its courts of competent jurisdiction without regard to conflicts of law.

[Signature Pages to Follow]

3.B.

EXECUTED as an instrument under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first above written.

GRANTOR:

ROSB REALTY LLC,
a Massachusetts limited liability company

By: CM-CHR, Inc.,
a Massachusetts corporation,
its Manager

By: _____
 Name: Peter F. Poras
 Title: Vice President and Treasurer
 Hereunto duly authorized

ACKNOWLEDGMENT

[illegible]

On this day, before me, the undersigned notary public, personally appeared Peter F. Poras, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image; ☐ oath or affirmation of a credible witness known to me who knows the above signatory; or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him as his free act and deed, voluntarily for its stated purpose as Vice President and Treasurer of CM-CHR, Inc., a Massachusetts corporation, as Manager of ROSB Realty LLC, a Massachusetts limited liability company, and acknowledged said instrument to be the free act and deed of ROSB Realty LLC.

, Notary Public

My Commission Expires:

[Signatures continue on following page.]

3.B.

GROUND LESSEE:

THE RESIDENCES OF SOUTH BROOKLINE
LLC, a Massachusetts limited liability company

By: CM-RSB Corp.,
a Massachusetts corporation,
its Manager

By: _____
Name: Peter F. Poras
Title: Vice President and Treasurer
Hereunto duly authorized

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
County of _____)

On this day, before me, the undersigned notary public, personally appeared Peter F. Poras, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image; ☐ oath or affirmation of a credible witness known to me who knows the above signatory; or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him as his free act and deed, voluntarily for its stated purpose as Vice President and Treasurer of CM-RSB Corp., a Massachusetts corporation, as Manager of The Residences of South Brookline LLC, a Massachusetts limited liability company, and acknowledged said instrument to be the free act and deed of The Residences of South Brookline LLC.

_____, Notary Public

My Commission Expires: _____

[Signatures continue on following page.]

3.B.

GRANTEE:

TOWN OF BROOKLINE,
acting by and through its SELECT BOARD

By: _____
Name: _____
Title: _____
Hereunto duly authorized _____

COMMONWEALTH OF MASSACHUSETTS)
) ss
County of _____)

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily for its stated purpose as _____ for the Town of Brookline, acting by and through its Select Board.

Notary Public
My Commission Expires:

3.B.

EXHIBIT A

2021 ANNUAL TOWN MEETING VOTE

(See Attached.)

EXHIBIT B

PROPERTY DESCRIPTION

Real property in the Town and City of Brookline and Boston (West Roxbury District), Counties of Norfolk and Suffolk, respectively, and Commonwealth Massachusetts, described as follows:

Those certain parcels of land with the buildings and improvements thereon situated in Brookline, Norfolk County, Massachusetts, shown as Parcels 3A, 3B, 3C and 3D on that certain plan entitled “Plan of Land in Brookline/Boston, Massachusetts (Norfolk/Suffolk County)” dated September 20, 2018 prepared by Precision Land Surveying, Inc. (the “**Plan**”), which Plan is recorded with the Registry of Deeds in Plan Book 684 at Pages 61-66.

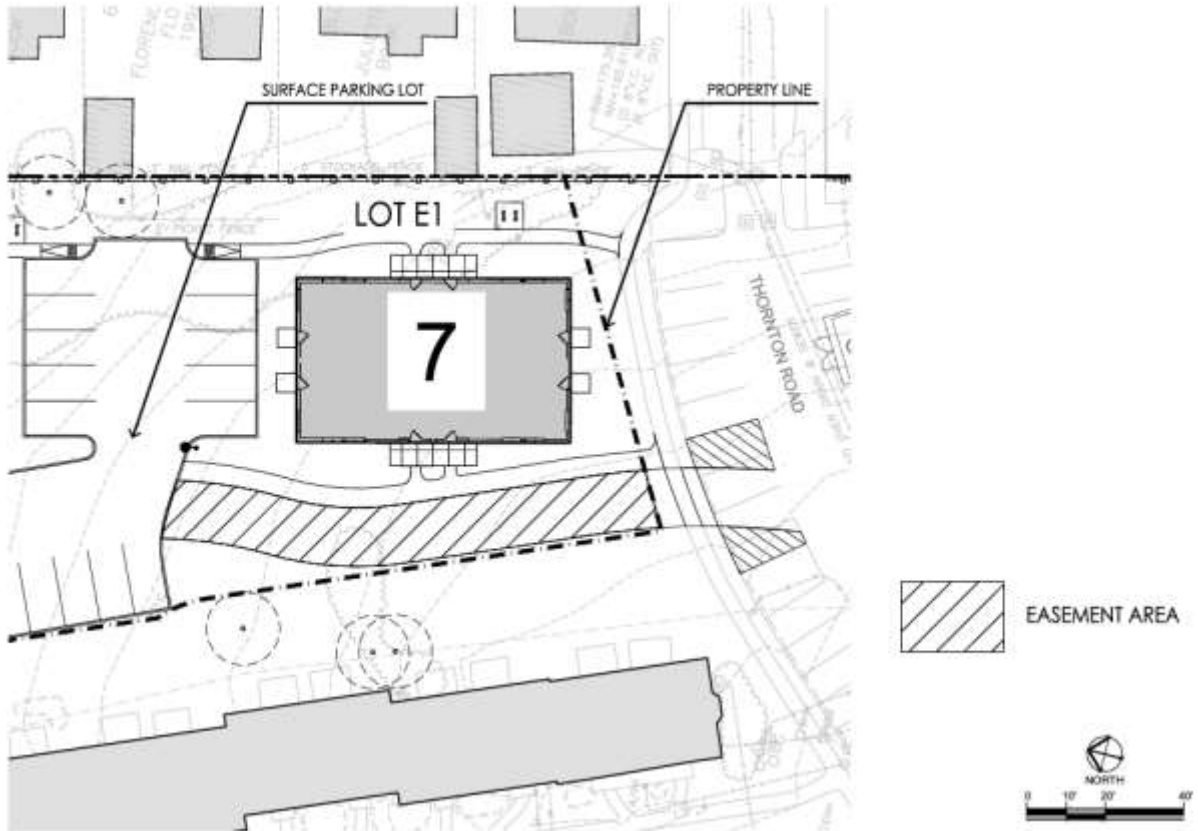
Appurtenant Rights:

Together with the appurtenant rights created under that certain Cross Easement Agreement between Edward E. Zuker and Hawood SC Corp., Trustees of Westbrook Village Realty Trust, and Edward E. Zuker, Trustee of Hancock Village Realty Trust, dated August 25, 1992, filed with Suffolk as Document No. 489914.

Together with the appurtenant rights created under that certain Amendment of Easement between Independence Drive Limited Partnership and Edward E. Zuker, Trustee of Hancock Village Realty Trust, dated December 15, 1995, filed with Suffolk as Document No. 534918. Together with the appurtenant rights created under that certain Reciprocal Easement and Maintenance Agreement between Hancock Village I LLC and Hancock Village II LLC dated as of March 3, 2008, recorded with Norfolk in Book 29555, Page 65, and filed with Norfolk as Document No. 1148137, and filed with Suffolk as Document No. 749174.

EXHIBIT C

EASEMENT PLAN





Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Area Manager/Aquatics Director Grade: T-08

2. Department: Recreation Division: Aquatics Center

3. Position Control #: 630000007 Prior Incumbent: Debra Cohen

a. Reason for Leaving: Retiring

4. Budgetary Information:

Department Code: 63006316 Budget Code: 510101 % 100

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 40 ☐ Part-Time: # of hours/week: _____


☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. Responsible for oversight and delegation of all aspects of the Aquatic facilities
2. Supervise all Aquatics staff, including four full-time and 80 plus part-time or seasonal staff.
3. Oversee hiring, orientation, training, evaluation and management of staff performance. 

9. I have considered the following alternatives to filling this position:

n/a

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

we'd like to do an internal and external national search to get the best qualified candidate for the job

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with the **Diversity Jobs** ~~Pro Diversity Network~~,
~~Pro Diversity Network~~,
 ZipRecr, Indeed, which all have multiple targeted affinity group job boards, as well as shared through professional netw

12. Please attach the current position description.

13. Signatures:

Department Head Signature: _____	Date: <u>3/11/2021</u>
Human Resources Director: _____ <i>Ana H Braga</i>	Date: <u>3/11/2021</u>
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:

AQUATICS DIRECTOR

T-08

Revised: March 2021

PRIMARY PURPOSE

The Aquatics Director is responsible for all aspects of the Aquatics operations and implementation of all program policies. Performs supervisory, administrative, organizational and assigned program delivery work relating to the daily operations of the aquatic center; other related work, as required.

SUPERVISION:

Supervision Scope: Performs a wide variety of duties of an administrative and operational nature requiring the exercise of judgement and initiative in the management of the Aquatic facility. Has cost control and budgeting responsibilities of both revolving and general funds. Exercises considerable judgement in managing the Aquatic facility and responding to inquiries from the general public.

Supervision Received: Works under the general direction of the Assistant Director of Recreation and the Director of Recreation, following department policies and appropriate professional standards; the employee operates independently in conducting programs.

SUPERVISION GIVEN: Supervises and provides direction to four full-time and 50 or more part-time employees and volunteers, ensuring the completion, quality and accuracy of work. Provides day-to-day oversight of operating budgets, facilities, vendors, and assets.

WORK ENVIRONMENT

Work is performed in the aquatic center; the work is subject to seasonal changes and requires planning; the employee works weekends and evenings.

The employee manages facility safety and ensures compliance with DPH safety regulations and OSHA regulations for three pools and a mechanical equipment room; ensures building security at all times; operates standard office equipment, medical equipment, hand tools and lifeguard rescue equipment.

The employee has access to department level confidential information that requires the application of appropriate judgment, discretion, and professionalism.

The employee has frequent contact with the general public, other town departments, such as the Building Department and the School Department, and outside organizations. Resolves the more difficult customer service requests,

Errors could result in monetary loss, personal injury or injury to others, or delay or loss of service.

Brookline, Massachusetts
Aquatics Director- Recreation Department

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3.C.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Responsible for oversight and delegation of all aspects of the Aquatic facilities operations and programs while ensuring that all necessary safety techniques and systems are in place to ensure patron and employee safety; ensure building security at all times; oversee and implement an emergency action plan; ensure that the Aquatic facilities and equipment, including three pools are properly maintained, health regulations are followed and water chemistry is tested.

Supervise all Aquatics staff, including four full-time and 80 plus part-time or seasonal staff.

Oversee hiring, orientation, training, evaluation and management of staff performance, certifications, scheduling and payroll. Consult with Management on staff disciplinary actions when necessary and participate in staff terminations.

Oversee staffing patterns and schedules to maintain appropriate pool and program coverage with an emphasis on safety. Oversee all pool programs, including program registration. Review and approve program publicity

Tracks operational budget of general and revolving funds in cooperation with the Director of Recreation, following all rules, regulations, and bylaws set by the Town of Brookline. Manage financial record keeping and payroll. Assist the Director of Recreation in preparation of budgets, including forecasting revenues and expenses and managing income and expenses weekly.

Monitor maintenance of the indoor swimming pools, locker rooms, mechanical equipment room and other facilities in equipment in accordance with safety regulations, by-laws, and laws. Coordinate with the Resource Manager, Senior Building Custodian and Assistant Director of Recreation to ensure that all necessary safety techniques and systems are in place to ensure patron and employee safety.

Oversee facility rentals and special events; work with day camp coordinator to coordinate summer day camp pool usage; handle escalated customer service issues, including refund requests and complaints.

Oversee swim team coaching and aquatic fitness program.

Serve on recreation-related committees and attends evening and weekend meetings as needed for the success of the Aquatics facility and programs.

Perform Lifeguard, Assistant Director and Recreation Supervisor duties, to include aquatic programs, as necessary in the absence of other staff.

*Brookline, Massachusetts
Aquatics Director- Recreation Department*

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3.C.

Perform assigned administrative duties and similar or related work as required, or as situation dictates.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree in leisure services, physical education, or a related field; five years of aquatic management related experience; experience in program development and delivery; supervisory and budget management experience preferred; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

American Red Cross Lifeguard Training
American Red Cross Lifeguard Training Instructor
American Red Cross CPR for Professional Rescuer
American Red Cross CPR for Professional Rescuer Instructor
American Red Cross Water Safety Instructor
Certified Pool Operator and Aquatic Facility Operator Certification must be acquired within a reasonable period after employment.

KNOWLEDGE, ABILITY AND SKILL

Knowledge of principles and practices associated with the management of an aquatic facility, business current trends. Working knowledge of budgeting and financial management principles associated with swimming and aquatic safety, program planning, public relations, and customer service.

Ability to organize and supervise full-time and part-time employees, develop and organize programs, coordinate activities with other town departments, promote activities, solve problems, enhance the customer's experience, and communicate effectively.

Organizational, communication, supervisory, computer, budgeting, and swimming skills.

PHYSICAL REQUIREMENTS

Minimal physical effort is required when performing office work; strenuous physical effort is required to perform swimming activities. The employee is frequently required to stand, walk, speak and hear, sit, and use hands to operate equipment, and may be required to lift more than 60 pounds when making a rescue. Vision requirements include the ability to read routine and technical documents, use a computer and operate testing equipment.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Brookline, Massachusetts
Aquatics Director- Recreation Department

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Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Recreation Leader/Assistant Aquatics Director Grade: GN-08

2. Department: Recreation Division: Aquatics Center

3. Position Control #: 630000011 Prior Incumbent: James Warren

a. Reason for Leaving: Left for other Employment

4. Budgetary Information:

Department Code: 63006319 Budget Code: 510101 % 100

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 40 ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. Check all areas of the facility to ensure every element of the building and facility,
2. including three pools, locker rooms and mechanical equipment room is in working order;
3. Train, supervise and schedule 50 plus part-time or seasonal staff.

9. I have considered the following alternatives to filling this position:


filling internally


10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

no internal candidates

Authorization To Hire Request Form

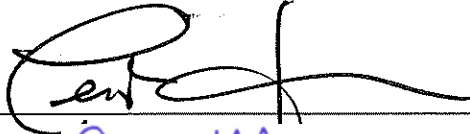

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with the **Diversity Jobs** ~~Pro Diversity Network~~, 

ZipRecr, Indeed, which all have multiple targeted affinity group job boards, as well as shared through professional network 

12. Please attach the current position description.

13. Signatures:

Department Head Signature: 	Date: <u>3/11/2021</u>
Human Resources Director: 	Date: <u>3/11/2021</u>
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:

RECREATION LEADER/ASSISTANT AQUATICS DIRECTOR

Grade GN-08

Revised: March 2021

PRIMARY PURPOSE

Recreation, administrative and program delivery work relating to the daily operations of the aquatic center; other related work, as required.

SUPERVISION

Supervision Received: Works under the general direction of the Aquatics Director, following department policies and appropriate professional standards; the employee operates independently in exercising job duties, but brings unusual or more complex situations to the Director.

Supervision Given: Supervises up to three full-time and 50 or more part-time employees. Provides day-to-day oversight of facility, scheduling, front desk, and daily close-out.

WORK ENVIRONMENT

Work is performed in the aquatic center. Work is subject to seasonal changes and requires planning; the employee works weekends and evenings.

The employee monitors facility safety, building security, and ensures compliance with DPH safety regulations and OSHA regulations for three pools and a mechanical equipment room; The employee operates standard office equipment, medical equipment, hand tools and lifeguard rescue equipment.

The employee has contact with the general public, other Town departments, outside agencies and organizations involved in event planning, and vendors. Contacts with the public require considerable patience and courtesy. Contacts are in person, by telephone, by written correspondence and email and involve discussing routing and semi-complex information.

Errors could result in monetary loss, personal injury or injury to others, or delay or loss of service.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Check all areas of the facility to ensure every element of the building and facility, including three pools, locker rooms and mechanical equipment room is in working order; Test the pool chemicals and other required safety measures necessary to

Brookline, Massachusetts
Recreation Leader/Assistant Aquatics Director
Recreation Department

3.C.

operate the aquatic facility safely and in compliance with local, state, and federal regulations.; ensure that the facility is kept clean and safe for patrons and pool staff. Ensure that building security is maintained at all times.

Train, supervise and schedule 50 plus part-time or seasonal staff. In coordination with Aquatics Director, establish and maintain weekly staffing plan. Implement policies and procedures.

Participate in the development, planning, coordination, and implementation of aquatic programs; serve as a specialist and a leader for certain program areas; supervise and teach various aquatic programs; work on program scheduling and prepare program publicity and calendars, input registration for classes.

Oversees and performs daily customer service functions as needed, including work the front desk, answer the telephones, work cash register and other office duties. Oversees reconciliation of cash registers and prepare bank deposits. Responsible for ensuring that safety procedures are adhered to. Perform lifeguard duties as needed. Resolves customer service issues.

Under the direction of the Aquatics Director, responsible for management of all operations and personnel of the Aquatics facility during assigned shift.
Act as manager of the aquatic facility in the absence of the Aquatic Director.

Perform similar or related work as required, or as situation dictates.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree in leisure services, physical education, or a related field; three to five years of aquatic experience; experience in program development and delivery; customer service and cash handling experience; supervisory experience desirable; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

American Red Cross Lifeguard Training

American Red Cross Water Safety Instructor

Certified Pool Operator and Aquatic Facility Operator Certification must be acquired within a reasonable period after employment.

KNOWLEDGE, ABILITY AND SKILL

Knowledge of principles and practices associated with the management of an aquatic facility, current trends associated with swimming and aquatic safety, and customer service. Cash handling and bookkeeping knowledge.

*Brookline, Massachusetts
Recreation Leader/Assistant Aquatics Director
Recreation Department*

3.C.

Ability to organize and supervise employees. Ability to work independently. Ability to develop and organize programs and conduct various swimming instruction programs. Ability to effectively communicate with patrons, staff, vendors, and other Town employees; ability to promote aquatic programs and activities.

Organization, communication, and computer skills; swimming and lifeguarding skills.

PHYSICAL REQUIREMENTS

Minimal physical effort is required when performing office work; strenuous physical effort is required to perform swimming activities. The employee is frequently required to stand, walk, speak, hear, sit, use hands to operate equipment, and may be required to lift more than 60 pounds when making a rescue. Vision requirements include the ability to read routine and technical documents, use a computer and operate testing equipment.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Brookline, Massachusetts
Recreation Leader/Assistant Aquatics Director
Recreation Department



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Recreation Leader Grade: GN-07

2. Department: Recreation Division: Program

3. Position Control #: 630000020 Prior Incumbent: Kevin Mitrano

a. Reason for Leaving: Left for other Employment

4. Budgetary Information:

Department Code: Below Budget Code: See Below % Below

☐ Grant Funded-Name of Grant: _____ ☒ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 40 ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. 6327SL04 510101 - 25%

2. 6328SL04 510101 - 50%

3. 6330SL04 510101 - 25%

9. I have considered the following alternatives to filling this position:

Giving responsibilities to other staff.

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

The other staff have full time jobs as well.

Authorization To Hire Request Form

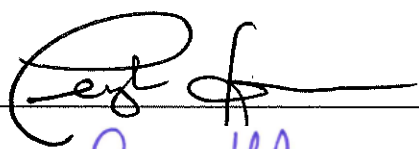
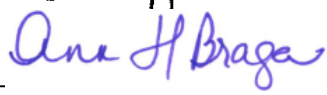
11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with the Diversity Jobs
ProDiversity Network,

ZipRecr, Indeed, which all have multiple targeted affinity group job boards, as well as shared through professional network.

12. Please attach the current position description.

13. Signatures:

Department Head Signature:		Date:	3/11/21
Human Resources Director:		Date:	3/11/2021
Town Administrator:		Date:	

14. Approvals:

Date on BOS Agenda:		Date Approved:	
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15. Notes:

Recreation Leader

Grade GN7
Updated: March 2021

PRIMARY PURPOSE

Recreation and program delivery work relating to the development and provision of a wide range of recreation programs; other related work, as required.

Supervision

Supervision Received: Works under the general direction of the Assistant Director of Recreation, following department policies and appropriate professional standards; the employee operates independently in conducting programs.

Supervision Given: May supervise full-time assistant recreation leaders and part-time employees and volunteers.

WORK ENVIRONMENT

Administrative work is performed in office conditions; field work is performed outside; some programs are conducted in buildings shared with the School Department. The employee may be exposed to some unpleasant seasonal weather conditions. The workload is subject to seasonal changes and requires extensive pre-planning; the employee works weekends and evenings.

The employee operates standard office equipment, medical equipment, hand tools and an automobile.

The employee has contact with the general public, other town agencies, and outside agencies to plan events.

Errors could result in monetary loss, personal injury or injury to others, or delay or loss of service.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Participate in the development, planning, coordination, and implementation of a variety of recreation, leisure, athletic and educational programs; serve as a specialist and a leader for certain program areas.

Act as program coordinator for a variety of programs and oversee and coordinate programs, such as: Summer Camp, Recreation Activities for Teens (R.A.F.T), Brookline

Brookline, Massachusetts
Recreation Leader/Assistant Aquatics Director
Recreation Department

3.C.

Day and Senior Programs; organize and publicize events and trips; organize registration; act as program coordinator for Senior programs.

Perform marketing and administrative work and monitor placements; coordinate other referral programs.

Perform similar or related work as required, or as situation dictates.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree in leisure services, physical education, or a related field; three to five years of recreation experience; experience in program development and delivery; supervisory experience desirable; or an equivalent combination of education and experience. Preference for 3 years of summer camp management.

ADDITIONAL REQUIREMENTS

Valid Massachusetts Driver's License, Class D Certification in CPR and First Aid

Knowledge of recreation principles and practices, rules of sports games and dimensions of fields and courts, program planning, public relations and customer service.

KNOWLEDGE, ABILITY AND SKILL

Ability to organize and supervise part-time employees, develop and organize recreation programs for all segments of the community, promote activities, coordinate efforts with other town departments, and communicate effectively.

Organization, communication, and computer skills.

Master level ability to plan, prepare, think strategically, be creative, solve problems and multitask.

PHYSICAL REQUIREMENTS

Minimal physical effort is required when performing office work; moderate physical effort is required to perform field work. The employee is frequently required to stand, walk, speak and hear, sit, stoop and kneel. The employee may be required to lift up to 30 pounds. Vision requirements include the ability to read routine and technical documents, use a computer and operate a motor vehicle.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Brookline, Massachusetts
Recreation Leader/Assistant Aquatics Director
Recreation Department

**Brookline Library Foundation
361 Washington Street
Brookline, MA 02445**

January 28, 2021

Sara Slymon
Public Library of Brookline
361 Washington St.
Brookline, MA 02445

Hi Sara,

Enclosed please find a check for \$26,100 comprised of:

\$25,000 for digital materials


\$ 1,100 for hot spots

During your report at the last Board meeting, you indicated that the full amount of the \$50,000 budget for digital material will be utilized. As we previously sent to you \$25,000 the enclosed \$25,000 will bring FY2021 budget for digital materials of \$50,000 current for the year.

You also indicated at the board meeting that the hotspot budget of \$1,100 will be fully utilized this fiscal year – consequently we enclose that amount also.

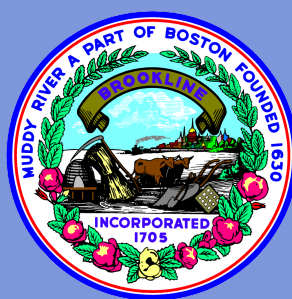
Thank you for all you and your staff are doing for our town this year.

On behalf of the Brookline Library Foundation,


Genae Johnson
Treasurer

Town of Brookline FY22 Program Budget

Cultural Services | Library



Program Description

The Library Director and staff are responsible for providing a full spectrum of high quality library services for the education, cultural enrichment, and reading pleasure of all residents of Brookline. The Library is governed by an elected board of 12 Trustees who reside in the community, and generously support the mission of the library with their time and efforts, as well as with trust funds.

Library services are provided from three locations in Brookline: Brookline Village (361 Washington St), Coolidge Corner (31 Pleasant St), and Putterham (959 West Roxbury Parkway). Each location provides comprehensive library services, and many unique programs and offerings. Brookline Village has a complete Reference department including two full time archivists, an extensive collection of art and historical artifacts, as well as the Brookline Room, which is filled with Brookline history. Coolidge Corner offers the World Language Center, housing materials in Chinese, Russian, Hebrew, Hindi, and French. Putterham proudly offers iPads with apps designed for accessibility and a recently redesigned ADA accessible garden and patio.

Library holdings include more than 325,000 books, DVDs, magazines and newspapers, cds, comic books and graphic novels, manuscripts, and photographs. Recently the library has developed collections of cake pans, video games, ROKUs, wi-fi hotspots, board games, telescopes, robotics kits, induction cooking kits, sewing machines, and voltmeters. In FY20 the library will open it's fabulous new makerspace called The Ideaspace. There will be 3D printers, a laser cutter, a vinyl cutter, a vacuum former, and many more digital and analog technologies. The library has extensive digital resources including e-books and digital audiobooks through Overdrive and Hoopla, high resolution full color digital magazines through Flipster, digital classical music through the NAXOS music library, and popular music genres through Hoopla. Digital movies are provided through Hoopla and Kanopy, where you can watch popular films as well as Criterion Collection films and PBS programming. Many of the Great Courses can be accessed online, as well. The library subscribes to Niche Academy where you can take classes and receive micro-certifications in anything from baking bread to programming computers.

Online library resources can be accessed here: <https://www.brooklinelibrary.org>. Since 1997, the Library has been a member of the Minuteman Library Network, a cooperative of 43 public and academic libraries which share their circulating collections.

The Library consists of the following six sub-programs:

The **Administrative and Support Sub-program** is responsible for the organization and management of the library. The staff keeps informed of current developments in the library field, initiates appropriate customer service oriented initiatives to best serve the public, evaluates existing library services based on community need, and prepares strategic planning for review and approval by the Library Board of Trustees.

The **Brookline Village Services Sub-program** includes the Reference Department, Collection Development Supervisor, Technical Services Department, Circulation Supervisor, and Children's Services-Supervisor. The Reference Department coordinates all adult programming for the public, selects adult nonfiction materials and other collections, and provides in depth reference questions. They also maintain and make accessible the archives and the art and artifact collections. The Collection Development Supervisor at Brookline Village does the central planning for accession and de-accession of library materials, and reviews and selects digital content. The Technical Services Department does all the receiving and processing of new library materials so they are ready for the shelves at all three locations. The Circulation Supervisor manages the Brookline Village Circulation Department, and recommends appropriate policies and procedures around the loan of materials to the Policy Committee. The Supervisor of Children's Services runs the Brookline Village Children's Room, and oversees the selection of materials and programming by the Children's librarians at the branch libraries.

The **Branch Services Sub-program**, comprised of the Coolidge Corner and Putterham Libraries, provides a broad spectrum of library services for patrons of all ages. Collections, hours of service, programming, and facilities are designed to reflect the demographics and service needs of their respective neighborhoods, and are re-evaluated regularly. Coolidge Corner recently added programming for Chinese New Year and the Mid-Autumn Festival, which attracted over 2000 attendees combined. Putterham has robust programming, the meeting room is reserved 40 hours a week of the 48 hours that they are open.

The **Children's Services Sub-program** provides library services for children from birth through age 17. It is comprised of 4 Children's Librarians and one Teen Librarian. Staff aid children in the selection of material for school assignments and leisure reading, they also provide robust and exciting programming. Brookline is proud to have added a Tween Room with a dedicated Tween librarian to curate services for our 4th-7th grade patrons. The room has been a runaway success, and we are delighted to report that we are one of the first communities in Massachusetts to design and implement a space for this age group.

The **Circulation and Technical Services Sub-Program** is responsible for providing exemplary front line user experiences at all three locations. They oversee all of the front end operations surrounding checking out materials, returns, and holds, as well as the maintenance of the library card database. They are also responsible for the receipt, preparation and processing of all library materials for all locations. This year Technical Services has endeavored to "de-colonize Dewey". They have been fastidiously recataloging the nonfiction collection so it more accurately reflects modern society, with special efforts to rid the catalog of racist, colonialist, sexist, or gender biased terminology.

FY22 Objectives:

1. Continue to demonstrate resiliency and responsiveness to COVID/post-COVID environment
2. Completely re-brand the library system with new logo, new library cards, etc..
3. Open Ideaspaces
4. Purchase and Install COVID requisite technology, including capacity monitors, upgraded broadcast facilities, and remote accessible software.
5. "New To The Library?" welcome project
6. Coolidge Corner Tool lending library
7. Expand Chinese language programming for families
8. Develop disaster plan
9. Build Sharaga memorial garden

FY21 Accomplishments:

1. Transitioned all services to virtual with the onset of COVID-19
2. Offered multiple resources to access library materials in a non contact environment
3. Re-worked book budget to accommodate the need for more digital content, due to limited ability to provide physical materials.
4. Added more Wi-Fi hotspots for circulation to patrons in need of internet.
5. Purchased and deployed laptops for community members without a device.
6. Completed Buildout of Ideaspaces
7. Updated all remaining 2008 RFID self checks
8. Implemented IT improvements/efficiencies
9. Juvenile fiction format integration project
10. Induction cookery collection

FY22 Budget Line Item Report

Collapse All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▼ SALARIES	\$ 3,117,077	\$ 2,944,007	\$ 3,136,180	192,173	6.13%
(510101) PERMANENT FULL TIME	2,312,584	2,537,358	2,572,567	35,209	1.37%
(510140) SHIFT DIFFERENTIAL	15,121	17,450	17,450	0	0.00%
(510300) OVERTIME PAY	46,917	61,772	61,772	0	0.00%
(510344) OT SCHEDULED	25,552	0	0	0	0.00%
(510901) PART TIME TEMPORARY SAL	633,483	256,437	406,601	150,164	36.93%
(513044) LONGEVITY PAY	14,860	11,700	18,500	6,800	36.76%
(514501) EXTRA COMPENSATION	83	2,000	2,000	0	0.00%
(514510) SICK PAY BUYOUT	7,573	0	0	0	0.00%
(515058) VACATION BUYOUT	26,102	0	0	0	0.00%
(515059) A DAY BUYOUT	15,003	42,951	42,951	0	0.00%
(515501) CLOTHING-UNIFORM ALLOWANCE	19,800	14,339	14,339	0	0.00%
▼ SERVICES	225,840	236,861	236,861	0	0.00%
(522010) OFFICE EQUIP R & M	15,818	26,203	26,203	0	0.00%
(522016) COMPUTER SOFTWARE R & M	33,049	40,132	40,132	0	0.00%
(52201A) AUDIO REPAIR & MAINTENANCE	0	1,000	1,000	0	0.00%
(522400) BUILDING MAINTENANCE	37,380	30,153	30,153	0	0.00%
(523010) OFFICE EQUIP RENTALS/LEAS	898	0	0	0	0.00%
(523011) COPY EQUIP RENTAL/LEASES	4,870	0	0	0	0.00%
(523012) PHOTOCOPY SERVICE CONTRAC	0	1,793	1,793	0	0.00%
(523590) BUILDING CLEANING SERVICE	11,768	8,800	8,800	0	0.00%
(525001) TELEPHONE & TELEGRAPH	1,707	0	0	0	0.00%
(525002) WIRELESS COMMUNICATIONS	5,350	6,646	6,646	0	0.00%
(525022) POSTAGE	381	2,072	2,072	0	0.00%
(525030) PRINTING SERVICES	94	1,000	1,000	0	0.00%
(525050) DELIVERY SERVICES	10,256	14,000	14,000	0	0.00%
(525070) CATALOGUING SERVICES	104,210	103,862	103,862	0	0.00%
(525075) BINDING SERVICES	0	1,200	1,200	0	0.00%
(528005) CREDIT CARD SERVICE CHARGES	58	0	0	0	0.00%
▼ SUPPLIES	624,964	583,525	583,525	0	0.00%
(531012) OFFICE SUPPLIES	43,940	28,083	28,083	0	0.00%
(531015) DATA PROCESSING SUPPLIES	537	0	0	0	0.00%
(532030) MAINTENANCE SUPPLIES	20,203	16,065	16,065	0	0.00%
(539011) LIBRARY MATERIALS	2,712	0	0	0	0.00%
(539012) BOOKS & PERIODICALS	0	539,376	539,376	0	0.00%
(53901A) AUDIO	14,721	0	0	0	0.00%
(53901B) BOOKS	185,869	0	0	0	0.00%
(53901D) DOWNLOADABLE ITEMS	191,464	0	0	0	0.00%
(53901E) B&P-INTERNET	65,693	0	0	0	0.00%
(53901G) VIDEO GAMES	138	0	0	0	0.00%
(53901M) MICROFICHE-MICROFILM	280	0	0	0	0.00%
(53901P) PERIODICALS	30,346	0	0	0	0.00%
(53901V) VIDEO & DVD	69,059	0	0	0	0.00%
▼ OTHER	2,023	4,700	4,700	0	0.00%
(551020) IN STATE TRAVEL -OTHER	2	0	0	0	0.00%
(551040) IN STATE MILEAGE	1,301	2,200	2,200	0	0.00%
(551099) EDUCATION/TRAINING/CONFERENCES	719	2,500	2,500	0	0.00%
▼ UTILITIES	231,841	263,984	257,992	-5,992	-2.32%
(561010) ELECTRICITY	178,188	193,984	192,875	-1,109	-0.57%
(561011) NATURAL GAS	43,852	58,083	54,378	-3,705	-6.81%
(561030) WATER	9,801	11,917	10,739	-1,178	-10.97%
▼ BUDGETED CAPITAL	39,585	43,124	43,124	0	0.00%
(5A0017) LEASED COMPUTER EQUIPMENT	16,384	18,124	18,124	0	0.00%
(5A0036) LEASED NETWORK EQ & SOFTWARE	23,202	25,000	25,000	0	0.00%
Total	\$ 4,241,330	\$ 4,076,200	\$ 4,262,381	186,181	4.37%

Data filtered by EXPENSES, LIBRARY and exported on February 15, 2021. Created with OpenGov

Expand All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▼ REVENUES	\$ 52,573	\$ 25,000	\$ 25,000	0	0.00%
▶ LOCAL RECEIPTS	52,573	25,000	25,000	0	0.00%
Revenues Less Expenses	\$ 52,573	\$ 25,000	\$ 25,000	0	0.00%

Data filtered by Types, LIBRARY and exported on February 11, 2021. Created with OpenGov

Administration

Expand All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▸ SALARIES	\$ 374,972	\$ 358,788	\$ 442,821	84,033	18.98%
▸ SERVICES	6,253	16,396	16,396	0	0.00%
▸ SUPPLIES	13,412	5,678	5,678	0	0.00%
▸ OTHER	0	2,900	2,900	0	0.00%
▸ BUDGETED CAPITAL	31,521	43,124	43,124	0	0.00%
Total	\$ 426,157	\$ 426,886	\$ 510,919	84,033	16.45%

Data filtered by EXPENSES, LIBRARY and exported on February 11, 2021. Created with OpenGov

Central Library Services

Expand All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▸ SALARIES	\$ 718,520	\$ 683,614	\$ 773,867	90,253	11.66%
▸ SERVICES	14,837	5,035	5,035	0	0.00%
▸ SUPPLIES	417,485	338,262	338,262	0	0.00%
▸ OTHER	1,785	0	0	0	0.00%
Total	\$ 1,152,628	\$ 1,026,911	\$ 1,117,164	90,253	8.08%

Data filtered by EXPENSES, LIBRARY and exported on February 11, 2021. Created with OpenGov

Branch Library Services

Expand All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▸ SALARIES	\$ 886,660	\$ 700,433	\$ 841,036	140,603	16.72%
▸ SERVICES	53,100	59,450	59,450	0	0.00%
▸ SUPPLIES	3,086	129,570	129,570	0	0.00%
▸ OTHER	0	500	500	0	0.00%
▸ UTILITIES	44,891	53,457	43,799	-9,658	-22.05%
▸ BUDGETED CAPITAL	8,065	0	0	0	0.00%
Total	\$ 995,802	\$ 943,411	\$ 1,074,355	130,944	12.19%

Data filtered by EXPENSES, LIBRARY and exported on February 11, 2021. Created with OpenGov

Children's Services

Expand All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▸ SALARIES	\$ 718,520	\$ 683,614	\$ 773,867	90,253	11.66%
▸ SERVICES	14,837	5,035	5,035	0	0.00%
▸ SUPPLIES	417,485	338,262	338,262	0	0.00%
▸ OTHER	1,785	0	0	0	0.00%
Total	\$ 1,152,628	\$ 1,026,911	\$ 1,117,164	90,253	8.08%

Data filtered by EXPENSES, LIBRARY and exported on February 11, 2021. Created with OpenGov

Circulation/Support Services

Expand All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▸ SALARIES	\$ 484,015	\$ 479,939	\$ 444,758	-35,182	-7.91%
▸ SERVICES	137,892	146,530	146,530	0	0.00%
▸ SUPPLIES	1,652	8,029	8,029	0	0.00%
▸ OTHER	0	500	500	0	0.00%
Total	\$ 623,560	\$ 634,998	\$ 599,816	-35,182	-5.87%

Data filtered by EXPENSES, LIBRARY and exported on February 11, 2021. Created with OpenGov

Plant Maintenance

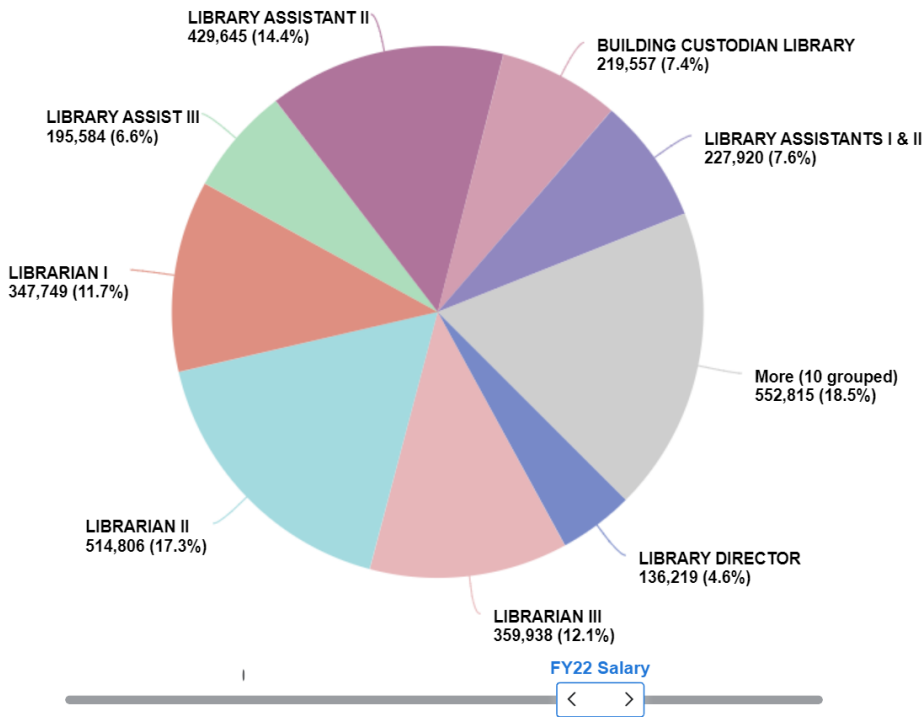
Expand All	FY20 Actual	FY21 Budget	FY22 Budget	2021-22 Variance	2021-22 Variance
▸ SALARIES	\$ 269,570	\$ 339,679	\$ 246,111	-93,568	-38.02%
▸ SERVICES	11,768	8,630	8,630	0	0.00%
▸ SUPPLIES	23,747	16,065	16,065	0	0.00%
▸ OTHER	237	400	400	0	0.00%
▸ UTILITIES	186,951	210,527	214,193	3,666	1.71%
Total	\$ 492,273	\$ 575,301	\$ 485,399	-89,902	-18.52%

Data filtered by EXPENSES, LIBRARY and exported on February 11, 2021. Created with OpenGov

FY22 FTE Salary

Used for Sect. IV Departmental budgets IBB

Visualization



Sort By Chart of Accounts

LIBRARY DIRECTOR

LIBRARIAN III

LIBRARIAN II

LIBRARIAN I

LIBRARY ASSIST III

LIBRARY ASSISTANT II

BUILDING CUSTODIAN LIBRARY

LIBRARY ASSISTANTS I & II

More (10 grouped)

	FY22 FTE	FY22 Salary
LIBRARY DIRECTOR	1	136,219
ASST LIB DIR ADMIN	1	97,054
ASST LIB DIR TECH	1	88,859
LIBRARIAN III	5	359,938
LIB III CIRC SUPV	1	67,534
LIBRARIAN II	8	514,806
LIBRARIAN I	6	347,749
EXEC ASST TO LIB DIR	1	62,473
BUSINESS MANAGER LIBRARY	1	53,148
LIBRARY ASSIST III	4	195,584
LIBRARY ASSISTANT II	9	429,645
BUILDING CUSTODIAN LIBRARY	4	219,557
JR LIBRARY PAGE	4.550	83,358
SR LIBRARY PAGE	0.560	17,025
LIBRARY MONITOR	0.530	15,809
LIBRARIANS PT	0.800	47,350
LIBRARY ASSISTANTS I & II	2.900	227,920
HOUSEWORKERS LIBRARY	0.500	20,205
Total	51.840	2,984,233

Data filtered by LIBRARY, GENERAL FUND, LIBRARY and exported on February 11, 2021. Created with OpenGov

PERFORMANCE / WORKLOAD INDICATORS

	ACTUAL FY2019	ESTIMATE FY2020	ACTUAL FY2020	ESTIMATE FY2021	ESTIMATE FY2022 **
Total Circulation	1,186,491	1,213,120	761,020	1,225,251	1,213,120
Total Attendance	778,752	786,539	503,380*	800,000	786,539
Volumes Added	34,360	36,000	22,093	38,300	36,000
Volumes Withdrawn	66,118	35,000	42,053	30,000	35,000
Interlibrary Loan:					
Borrowed	155,806	160,000	111,420	162,000	160,000
Loaned	125,378	140,000	84,226	135,000	140,000
Non-MLN items borrowed	838	1,100	417	1,000	1,100
Non-MLN items loaned	1,730	1,800	774	1,900	1,800
Items Loaned Electronically	166,162	97,597	162,340	175,000	175,000
<u>Main Library</u>					
Circulation	545,665	584,604	465,333	584,604	584,604
Attendance	433,050	324,762	277,463*	437,355	324,762
Volumes Added	18,728	17,500	13,468	20,600	17,500
Volumes Withdrawn	19,839	20,000	30,530	18,000	20,000
<u>Coolidge Corner</u>					
Circulation	312,604	350,000	198,806	397,007	350,000
Attendance	254,678	164,128	175,512*	318,348	164,128
Volumes Added	10,370	6,700	5,619	12,500	6,700
Withdrawn volumes	20,021	5,000	7,632	10,000	5,000
<u>Putterham</u>					
Circulation	162,060	166,650	96,881	165,000	166,650
Attendance	91,024	67,488	50,405*	92,000	67,488
Volumes Added	5,262	5,000	3,006	5,500	5,000
Withdrawn volumes	5,509	8,000	3,891	5,000	8,000
<u>Children's</u>					
Circulation	325,385	391,000	339,278	333,000	391,000
Main	159,717	190,000	192,426	200,000	190,000
Coolidge	103,922	136,000	137,737	150,000	136,000
Putterham	61,746	65,000	65,830	66,000	65,000

PERFORMANCE / WORKLOAD INDICATORS (con't)

	ACTUAL FY2019	ESTIMATE FY2020	ACTUAL FY2020	ESTIMATE FY2021	ESTIMATE FY2022
% of Total Materials Budget for Children	17%	17%	17%	17%	17%
Volumes Added (All)	13,822	29,200	22,093	36,000	29,200
Withdrawn Volumes (All)	20,749	34,000	42,053	35,000	34,000
<u>Programs</u>					
Program Attendance (All)	41,364	44,000	10,932	46,000	44,000
Children's Attendance	772	800	606	825	800
	27,215	28,000	19,063	32,000	28,000
Young Adult Attendance	65	75	52	80	75
	1,207	3,500	737	2,000	3,500
Adult Attendance	773	800	475	825	800
	12,942	14,000	10,932	15,000	14,000
Patrons Added to Database	4,626	4,900	3,436	5,200	4,900

** I have pulled all FY20 estimates forward to FY22. With the COVID-19 pandemic still active at the time of this writing, it is impossible to venture a guess as to what will happen next. We may experience an explosion of use in July, or we may continue to see extremely high numbers of digital use, and lower in library use, as people get vaccinated, and get comfortable with being in public spaces again. I do hope to see, at least, what approaches a normal year, metrics wise.

Sara Slymon, Library Director

Lodging House Agent

Owner: Pine Street Inn
Location: 1017 Beacon Street

Application Details:

Question of approving the application for Lodging House Agent
Mr. Dana Hill for Pine Street Inn at 1017 Beacon Street.

Reports:

Health Department (Pending report & training)
Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police
Swannie Jett, Health Commissioner

FROM: Melvin Kleckner, Town Administrator

RE: Lodging House Agent

DATE: March 8, 2021

May we please have reports on the attached application:

Owner:	Pine Street Inn
License Type:	Lodging House Agent
Location:	1017 Beacon Street
For one new agent:	Dana Hill

Request of a report to approve the application for Lodging House Agent Mr. Dana Hill for Pine Street Inn at 1017 Beacon Street.

This application is scheduled to go before the Board on **April 20, 2021**. May we please have the reports no later than **April 13, 2021**

Thank you.



BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

Superintendent Mark P. Morgan
Acting Chief of Police

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: March 8, 2021

Subj: Pine Street Inn, 1017 Beacon St - Application for new Lodging house Agent

Sir,

The Sara Wallace House/Pine Street Inn has applied for a change in their lodging house agent to Dana Hill. Sara Wallace House/Pine Street Inn is a licensed Lodging House located at 1017 Beacon Street in Brookline.

New Lodging House Agent:
Dana Hill
1017 Beacon Street
Brookline MA 02445



Mr. Hill currently volunteers with the Eliot Church's Day Center which provides guests with substance use or mental disorders a place to escape the elements; use the facilities etc. Mr. Hill is described as able to de-escalate conflicts and remain calm when confronted with challenging guests. Mr. Hill is also a member of the Boston Metro Alive which is a community based service organization serving marginalized populations in the Metro Boston Area.

I find no reason to deny this application. Mr. Hill seems particularly well suited for this position.

Respectfully submitted,

Lieutenant Derek Hayes #L26





OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

LODGING HOUSE (D/B/A): Pine Street Inn

ADDRESS: 1017 Beacon St.

OWNER'S NAME: Pine Street Inn

NAME OF NEW AGENT: Dana Hill

PREVIOUS AGENT: _____

TELEPHONE: _____

DATE OF BIRTH: _____

EMAIL ADDRESS: danahill36@gmail.com

DO YOU INTEND TO LIVE ON THE PREMISES? yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? No

IF SO, IN WHAT YEARS: _____

AND WHAT ADDRESS (ES): _____

EMERGENCY PHONE #: 617-308-9287

APPLICANT SIGNATURE Dana Hill DATE: 3.3.2021



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging Agent

NAME: Dana Hill

ADDRESS: [REDACTED]

EMAIL ADDRESS: dana.hill36@gmail.com

PHONE #: [REDACTED]

PLACE OF BIRTH: Boston, Ma.

FATHER'S NAME: Bruce Hill MOTHER'S MAIDEN NAME: Theresa Hill

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: <u>2019-2021</u>	LOCATION: [REDACTED]	MA, 0185.
DATE: <u>2017-2018</u>	LOCATION: [REDACTED]	: 02119
DATE: <u>2015-2016</u>	LOCATION: [REDACTED]	02119

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATIONDATE: G.E.D LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORYDATE: 2018-2020 LOCATION: Burlington, MA POSITION: Valet SupervisorDATE: 2016-2018 LOCATION: Cambridge, MA POSITION: Security officerDATE: 2015-2016 LOCATION: Hyde park, MA POSITION: Fork lift operatorDATE: 2014-2015 LOCATION: Watertown, MA POSITION: U.P.S DriverDATE: 2013-2014 LOCATION: South End, MA POSITION: JanitorSIGNATURE: Hana Hill DATE: 3-3-2021(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

Pastor Elliot Church

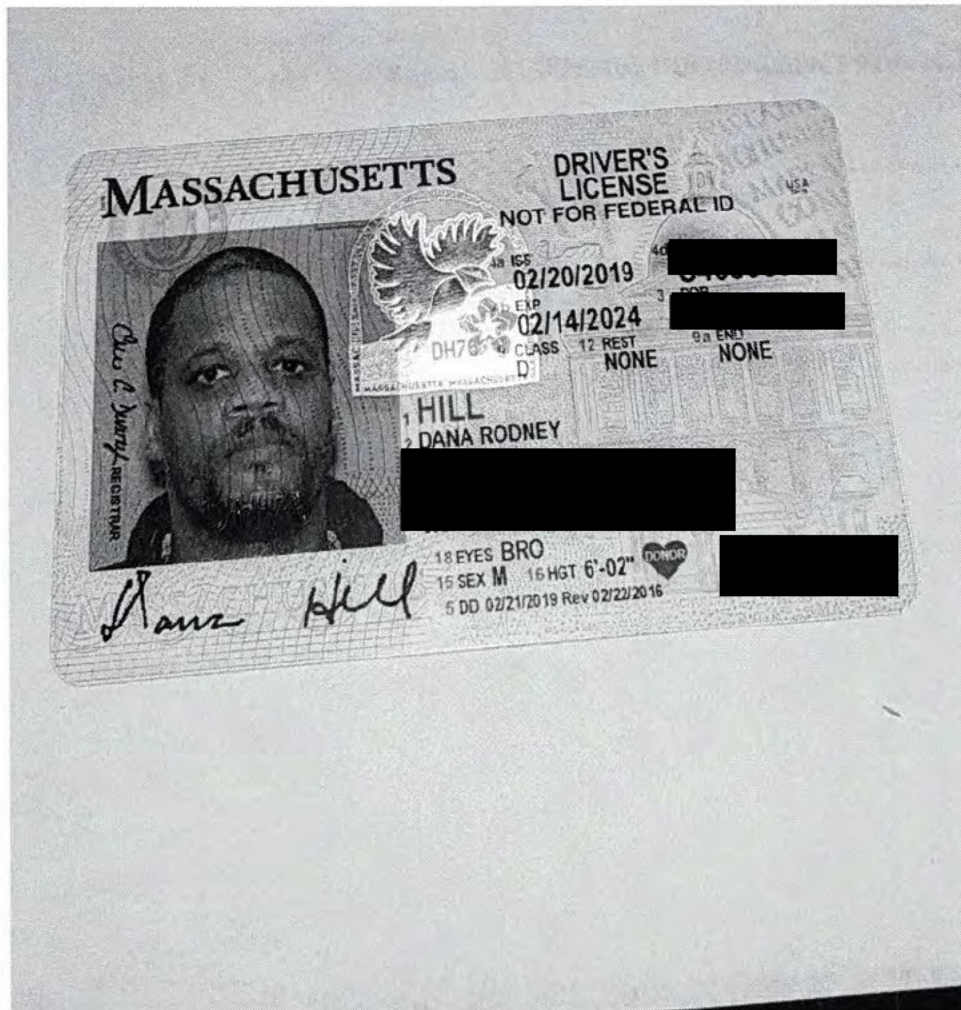
Heather Prince Doss - 410.300.4543

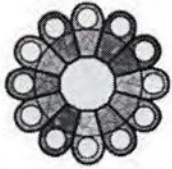
Lodging Agent

Norris CANNON - 857.249.6926

Counselor

Angel Leon - 857-251-5444





Eliot Church

A Diverse Family in Christ . . . *Come and See*

273 Summer St.
Lowell, MA 01852

5 March 2021

Dear Sir or Madam:

I am writing to support Mr. Dana Hill in his pursuit of the Lodging House Assistant position in Brookline. Dana has been volunteering with Eliot Presbyterian Church's Day Center for the past three months. The Day Center serves people experiencing homelessness by providing them with a safe place to go during the day to escape the elements, use the sanitary facilities, access wi-fi and electricity, and to support them on their journey to stability. Dana has been a faithful and reliable volunteer. Many of our guests struggle with substance use or mental health disorders. Dana treats our guests with dignity and respect, regardless of their background or circumstances. He is able to de-escalate conflicts and remain calm when confronted with challenging guests. He upholds our rules and practices with both kindness and firmness. In our personal conversations, I have found Dana to be intelligent and thoughtful. I am confident he would be an asset to your program. If you have any other questions, please feel free to contact me by email or on my cell phone at (410) 300-4543.

Grace and Peace,

Rev. Heather Prince Doss

Pastor

6.A.

To Whom it May Concern:

I am writing to recommend Dana Hill for the position of Lodging Agent for the Town of Brookline. I have known Dana for over a decade, and he is a highly qualified candidate for a position in town government. He has actively served the Boston Metro Area as a member of Boston Metro Alive, a community-based service organization serving marginalized populations in the Metro Boston Area. He serves as a volunteer for Homeless Shelter in Lowell. Dana is involved in the local community, his place of worship, and his children's schools.

Dana has shown his commitment to human service, and as an active participant in many community endeavors. Dana would be a tremendous asset to the Town of Brookline, and I recommend him to you without reservation. If you have any questions, please do not hesitate to contact me.

Best,

Norris Cannon

Lodging Agent

Town of Brookline

1754 Beacon Street

Brookline MA 02445

857-249-6926

norriscannon@yahoo.com

To Whom it May Concern-

I was Dana Hill's supervisor during a 6 month span at the Lahey Clinic for VPNE Parking Solutions. Over those 6 months, Dana worked tirelessly to make sure that all guests that passed through his area had their needs met and worked with a small team to consistently meet those demands. Dana was a self-starter and the glue for that team, in many ways it was successful because of the quality of Dana's character. Dana would also listen more than speak, which made sure that everyone felt as though their needs were truly cared about and is something that is rare in people today. Dana was a true asset to while I was working at that site and wish we could have retained his services. If you have any further questions please call me.

Regards,

A handwritten signature in black ink, appearing to read 'Conor Burke', with a stylized, flowing script.

Conor Burke

FOOD VENDOR / ENTERTAINMENT

Applicant: The Shared Tea Corp
DBA: The Shared Tea
Location: 229 Washington St, Brookline, MA 02445

Application Details:

Application for a Food Vendor License for The Shared Tea Corp. d/b/a The Shared Tea at 229 Washington St. Hours of operation will be Monday - Sunday 11:00AM – 9:00PM.

Application for an Entertainment License for The Shared Tea Corp. d/b/a The Shared Tea at 229 Washington St. Entertainment will consist of radio and recorded music Monday - Sunday 11:00AM – 9:00PM.

Reports (Attached):

Health Department (Approved)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)

MEMORANDUM

TO: Dr. Swannie Jett, Director of Health & Human Services
Daniel Bennett, Building Commissioner
Mark Morgan, Acting Chief of Police
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Food Vendor / Entertainment

DATE: February 17, 2021

May we please have reports on the attached application:

Applicant:	The Shared Tea Corp
DBA:	The Shared Tea
License Type:	Food Vendor
Location:	229 Washington St, Brookline, MA 02445

Application Details:

Request of approving the application for a Food Vendor License for The Shared Tea Corp. d/b/a The Shared Tea at 229 Washington St. Hours of operation will be Monday - Sunday 11:00AM – 9:00PM.

Request of approving the application for an Entertainment License for The Shared Tea Corp. d/b/a The Shared Tea at 229 Washington St. Entertainment will consist of radio and recorded music Monday - Sunday 11:00AM – 9:00PM.

This application is scheduled to go before the Board on **March 16, 2021**. Please have the reports no later than **March 9, 2021**.

Thank you.

Checklist for Food Vendor



- ☒ Food Vendor Application
 - ☒ Description of Operations
 - ☒ Copy of menu
 - ☒ Vote of Corporation
 - ☒ Litter Letter
 - ☒ Delivery description
 - ☒ Renovation Form
 - ☒ License Interview Form
 - ☒ State Tax Verification Form
 - ☐ General Liability Insurance Certificate
 - ☐ Workers' Compensation Insurance Affidavit
 - ☒ Three letters of reference
 - ☒ A set of: a description, illustration, and/or detailed plans
 - ☒ Certificate of Occupancy, Use, or Inspection (required prior to opening) *agreement.*

 - ☒ Entertainment Application
 - ☒ Outdoor Seating Application
-
- ☒ Report from Brookline Police
 - ☒ Report from Building
 - ☒ Report from Fire
 - ☒ Report from Health
 - ☒ DPW (Outside seating only)

Tiffany Souza

From: David A Randolph
Sent: Monday, March 08, 2021 1:29 PM
To: Tiffany Souza
Subject: Re: Request for Report - The Shared Tea

The Fire Department sees no issues with the application for The Shared Tea.

The owner states that the business will be under construction soon and they will be filing for a fire alarm plan review. The owner understands that that they will need to contact us when they are looking for a final.

Sincerely,

David Randolph
 Deputy Chief
 Fire Prevention Division
 Brookline Fire Department
 (617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Wednesday, February 17, 2021 4:55 PM
To: Dai Nguyen <dnguyen@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; David Hill <dhill@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>
Subject: Request for Report - The Shared Tea

Tiffany Souza

Administrative Assistant – Licensing



Town of Brookline | Select Board's Office
 333 Washington Street, 6th FL
 Brookline, MA 02445-6853
☎: (617) 730-2203 | **📠:** (617) 730-2054



**TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH**

11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M**

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: March 5, 2021

Re: The Shared Tea
229 Washington St
The Shared Tea Corp, Applicant

Please be advised that this Department has reviewed the application and plans for the above noted establishment. The Department of Public Health has no objection to the issuance of a Food Vendor/ Entertainment license.

This recommendation is under the following conditions:

- The operator must complete the Department of Public Health Town of Brookline Business Reopening Packet for Restaurants.
- The establishment is renovated to comply with Health Code requirements.
- The operator maintains Food Safety and Allergy Awareness Certification

7.A.

- An odor control system should be installed and maintained to prevent excessive cooking odors should the Department receive valid nuisance complaints.
- The establishment receives a pre-operational inspection before the license is released.
- All required applications and fees are submitted to Department as required.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:\food SelectBoard\CVFoodEnt21



SUPT. MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

Sergeant David Hill

*Patrol Supervisor
Brookline Police Dept.
617-730-2654
dhill@brooklinema.gov*

March 5, 2021

TO: Superintendent Morgan

RE: Food Vendor – The Shared Tea Corp.

Sir,

I received a memorandum from Town Hall regarding a request by Yanyang Tan for a new Food Vendor License at 229 Washington Street. This location was previously occupied by a clothing store. The new location will be a take-out bakery and tea shop doing business as *The Shared Tea*. Business hours will be 11:00AM to 9:00PM seven days a week. There will be delivery services available while the store is open.

Ms. Tan appears to have experience in the food industry previously working in various tea shops. Her application includes references from individuals that know her both personally and professionally, and there have been no documented interactions with this police department. I find no public safety reasons to deny this license.

Included in this application is a request for an entertainment license for radio and taped music during hours of operation. This is consistent with the licenses of similar food vendors in Brookline Village, and I have no objections to this request.

Respectfully submitted,

Sgt. David Hill S-14



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: March 1, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **229 Washington Street** - Application from The Shared Tea Corporation, d/b/a The Shared Tea, Yanyang Tan, President / Director for a Food Vendor and Entertainment (Radio and Taped music) License and hours of operation Monday – Sunday 11:00am – 9:00pm (your memo dated February 17, 2021).

The subject premises is located in a G-2.0 (General) Business District. The use as a store of less than 5,000 square feet as a food vendor is permitted per Section 4.07, Use #29 of the Town of Brookline Zoning By-Law.

The premises conforms to the pertinent provisions of the State Building Code for use as a Food Vendor establishment with **no seating**. The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department. A Certificate of Occupancy is required to be issued from the Building Dept. prior to opening the business.

If an odor problem occurs as a result of this use an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the Application from The Shared Tea Corporation, d/b/a The Shared Tea, Yanyang Tan, President / Director for a Food Vendor and Entertainment (Radio and Taped music) License and hours of operation Monday – Sunday 11:00am – 9:00pm



OFFICE OF SELECTMEN
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR RENEWAL
FOOD VENDOR
(NO INSIDE SEATING)

DATE: 2/3/2021

LOCATION: 229 Washington Street, Brookline MA 02445

APPLICANT: The Shared Tea
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: the shared Tea

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Yanyang Tan / President, Director Kevin-86@hotmail.com
NAME [REDACTED] TITLE [REDACTED]
TELEPHONE# [REDACTED]

NAME	TITLE	EMAIL ADDRESS
	TELEPHONE#	ADDRESS

NAME	TITLE	EMAIL ADDRESS
	TELEPHONE#	ADDRESS

HOURS OF OPERATION:DAYS: Monday - Sunday HOURS: 11 AM - 9 PM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

HAVE YOU PREVIOUSLY HELD A FOOD VENDOR LICENSE IN BROOKLINE/ELSEWHERE? NO

IF YES, LOCATION: AND DATES: _____

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: YesIF YES, LOCATION: AND DATES One Zo Tea Shop, 18 Billings RoadQuincy, MA 02170July, 2019 - May, 2020

MENU: (GENERAL TYPE OF FOOD SOLD)

attachedCOOKING EQUIPMENT: coffee maker and hot water potsWILL YOU BE OFFERING CATERING SERVICES? noFLOOR SPACE SQ. FT.: 605 sq. ft (1st floor) , 760 sq. ft (basement)NUMBER OF OUTDOOR SEATS: 0Outside seating only applicable for 6 months from April 1st - September 30th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: n/aNumber of Parking Spaces (if any): none

Application Agrees to terms and conditions: _____

APPLICANT SIGNATURE Jane TITLE: President PHONE# [REDACTED]

ALL FOOD VENDOR LICENSES ARE SUBJECT TO APPLICABLE FEDERAL, STATE, AND TOWN LAWS, REGULATIONS AND CODES, INCLUDING MASSACHUSETTS GENERAL LAWS CHAPTER 140, TOWN BYLAWS SECTION 8.10, AND THE TOWN'S PREPARED FOOD SALES REGULATIONS.

Tiffany Souza

From: Meihuei Hu <hu@hulaw.net>
Sent: Wednesday, February 17, 2021 3:10 PM
To: Tiffany Souza
Subject: Re: Application for a Bubble Tea Shop (CV license)

The General description of the operation

Applicant is applying for a seven day food vendor license. The operator will hire common online food delivery services such as Uber Eat or Grubhub etc exclusively to reduce numbers of vehicles parking and idling near the business premises. Delivery services will be provided during operating hours from 11 am to 9 pm, 7 days a week. Operator will not have driver for deliveries.

will the above address the issue?

 **Hu Law Office, P.C.**

Meihuei Hu, Esq.
251 Harvard Street, Suite 3
Brookline, MA 02446
Tel: 617.278.3955
Fax: 617.278.3944
E-Mail: hu@hulaw.net | WeChat: hu_meihuei | Line: hu_meihuei
Web: hulaw.net

Quincy Office:
730 Hancock Street
Quincy, MA 02170
(617) 278-3955

On Wed, Feb 17, 2021 at 2:56 PM Tiffany Souza <tsouza@brooklinema.gov> wrote:

I will need the information from the first page of the checklist:

c. General description of the operations. The description of the operations shall include operations related to any delivery service provided, including the delivery hours, mode of transportation used, and parking arrangements for any vehicle used.



RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) installation of display *shelves* for prepackaged *pastries*

(2) installation of under-the-counter refrigeration units, counters, sinks and food prep areas

(3) installation of waiting areas and sitting areas for a bubble tea bar/cafe

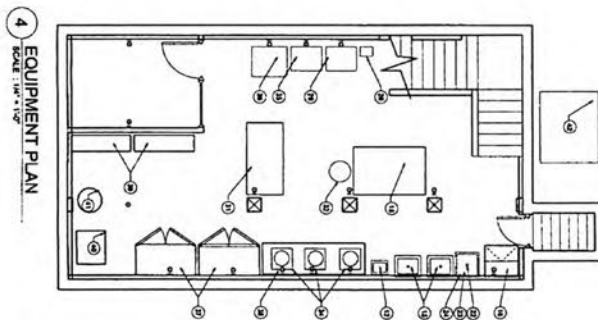
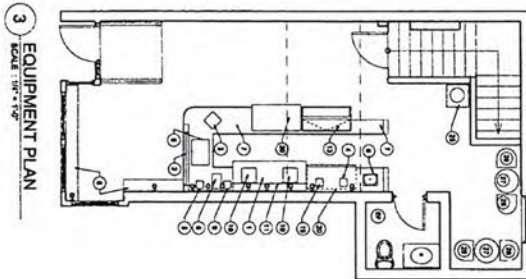
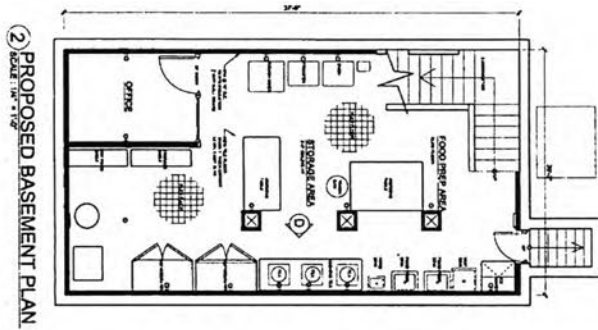
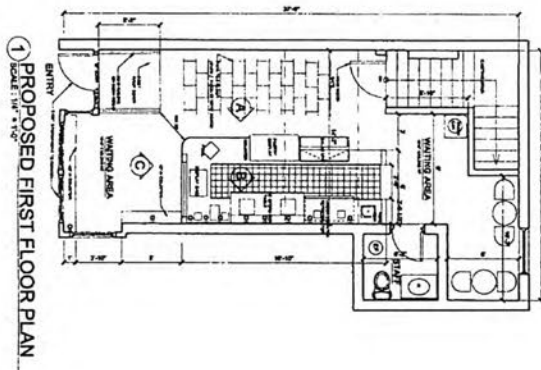
(4) *installation of office, food prep area, sinks and refrigerator*

(5)

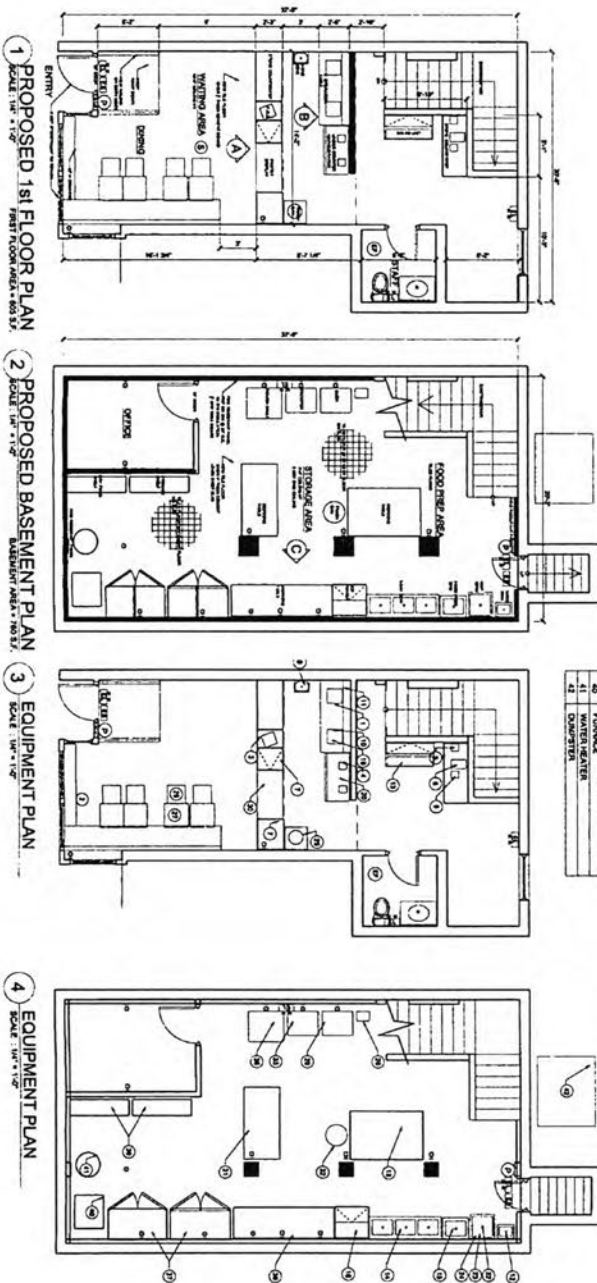
(6)

DATE: 2-8-2021 SIGNATURE OF APPLICANT: *Henry*

(PLEASE SUBMIT THREE SETS OF PLANS)



<p>MATTY SCHOLMAN ARCHITECT 229 WASHINGTON ST BROOKLINE MA 02445</p>		<p>INTERIOR FIT UP - BUBBLE TEA SHOP 229 WASHINGTON ST BROOKLINE MA 02445</p>	<p>A-1</p>
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BUILDING DATA

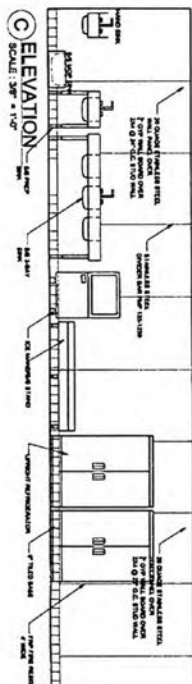
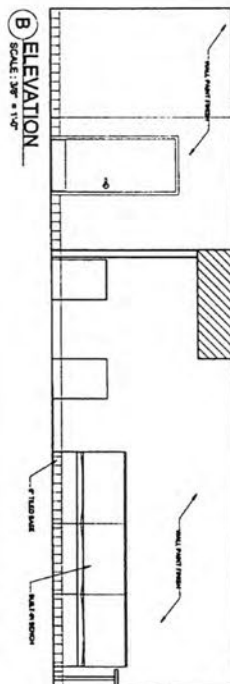
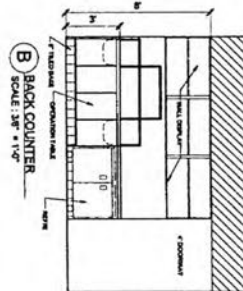
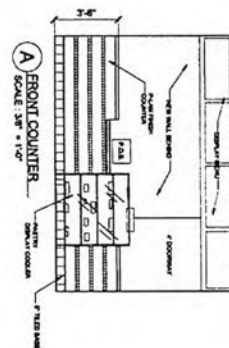
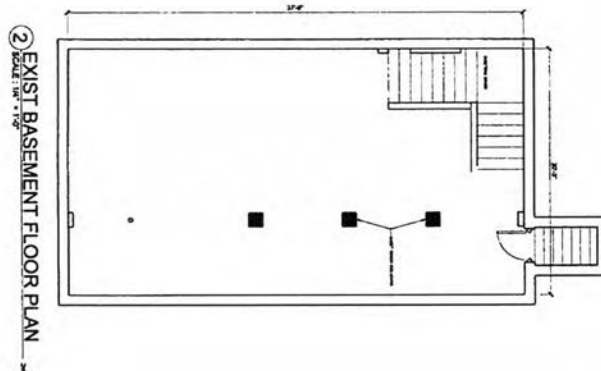
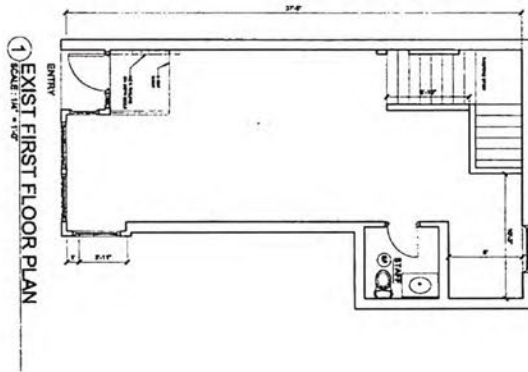
PROPOSED USE: TEA SHOP - USE GROUP A2
RESTAURANT OCCUPANCIES
TOTAL FLOOR AREA = 684 + 780 + 1948 S.F.
TOTAL FLOOR AREA = 2612 S.F.
BUILDING CODE: 2015 IBC
GENERAL NOTES:
1. ALL LOCATIONS SHOWN TO CONSTRUCTION.
2. DIMENSIONS AND APPLICABLE LOCATIONS.
3. SEE ALL OTHER SHEETS FOR DETAILS.
4. SEE ALL OTHER SHEETS FOR DETAILS.
5. SEE ALL OTHER SHEETS FOR DETAILS.

EQUIPMENT SCHEDULE

CODE	DESCRIPTION
1	OPERATIONAL TABLE
2	BAR/TA COUPLER
3	BAR/TA COUPLER
4	CUP SINK
5	WATER DISPENSER
6	WATER DISPENSER
7	WATER DISPENSER
8	WATER DISPENSER
9	WATER DISPENSER
10	WATER DISPENSER
11	WATER DISPENSER
12	WATER DISPENSER
13	WATER DISPENSER
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35	WATER DISPENSER
36	WATER DISPENSER
37	WATER DISPENSER
38	WATER DISPENSER
39	WATER DISPENSER
40	WATER DISPENSER
41	WATER DISPENSER
42	WATER DISPENSER
43	WATER DISPENSER

LEGEND

1	OPERATIONAL TABLE
2	BAR/TA COUPLER
3	BAR/TA COUPLER
4	CUP SINK
5	WATER DISPENSER
6	WATER DISPENSER
7	WATER DISPENSER
8	WATER DISPENSER
9	WATER DISPENSER
10	WATER DISPENSER
11	WATER DISPENSER
12	WATER DISPENSER
13	WATER DISPENSER
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38	WATER DISPENSER
39	WATER DISPENSER
40	WATER DISPENSER
41	WATER DISPENSER
42	WATER DISPENSER
43	WATER DISPENSER



Beverage Menus

芝士现泡茶 (Reg: \$5.25, Lg: \$5.75)

Fresh Brewed Tea with Cheese Mousse



- 1, 芝士四季青茶 Four seasons spring tea
- 2, 芝士绿妍茶 Miss Lolita tea
- 3, 芝士红玉茗茶 The ruby Tea

原创奶茶

Original Milk Tea (Reg: \$4.75, Lg: \$5.50)

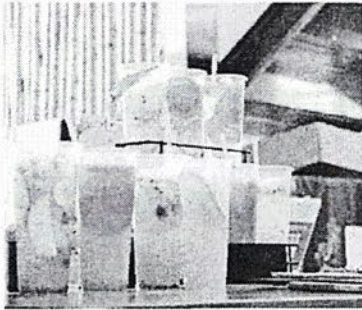


- 1, 芝士茗奶茶 Cheese Black Milk Tea
- 2, 芝士奥利奥奶茶 Cheese Oreo Black Milk Tea
- 3, 布蕾蛋糕奶茶 Brulee Bubble Cake Milk Tea (Reg: \$5.25, Lg: \$5.75)
- 4 樱花珍珠奶茶 Cherry Blossom Pearl Milk Tea

5, 碳焙谷物奶茶 Cereal Oolong Milk Tea

水果茶

Fresh Fruit Tea (\$6.75)



- 1, 霸气橙子 Supreme Orange Green Tea
- 2, 超级水果绿妍 Supreme Fruit Green Tea
- 3, 霸气奇异果 Supreme Kiwi Fruit Green Tea
- 4, 超级水果四季春 Super Fruit Four Seasons Spring Tea
- 5, 茉莉醉红颜 Cherry Tomato Jasmine Tea

鲜果冰沙系列 (\$6.75)

Fruit Smoothie with Cheese Mousse



- 1, 芝士芒芒 Mango Cheese Mousse
- 2, 芝士莓莓 Strawberry Cheese Mousse

3,芝士火龙果 Dragon Fruit Cheese Mousse

4,芝士莓厘 Strawberry and Cheery Cheese Mousse (seasonal)

宇治抹茶/ 巧克力 (Reg: \$5.75, Lg: \$6.50)

Matcha/ Chocolate Drink



1,蛋糕宇治抹茶 Brulee Uji Matcha

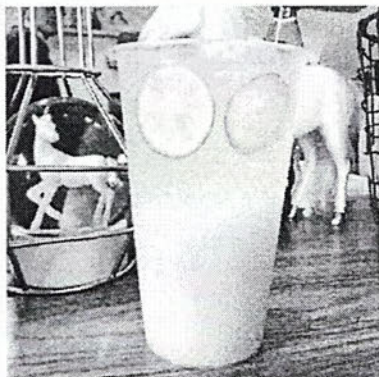
2,芝士宇治抹茶 Cheese Uji Matcha

3,芝士巧克力 Cheese Chocolate Milk Tea

4,超浓庄园可可 Brulee Chocolate Milk Tea

苏打水系列 (Reg: \$4.25, Lg: \$4.75)

Flavor of Soda



1,绿野仙踪 Lemon and Mint Soda

2,蓝色爱情海 Blue Caracao Soda

养乐多系列 (Reg: \$4.25, Lg: \$4.75)

Yakult Drink



- 1 芒果养乐多 Mango Yakult
- 2 百香果养乐多 Passion Fruit Yakult
- 3 柠檬养乐多 Lemon Yakult

拿铁系列 (Reg: \$4.25, Lg: \$4.75)

Latte



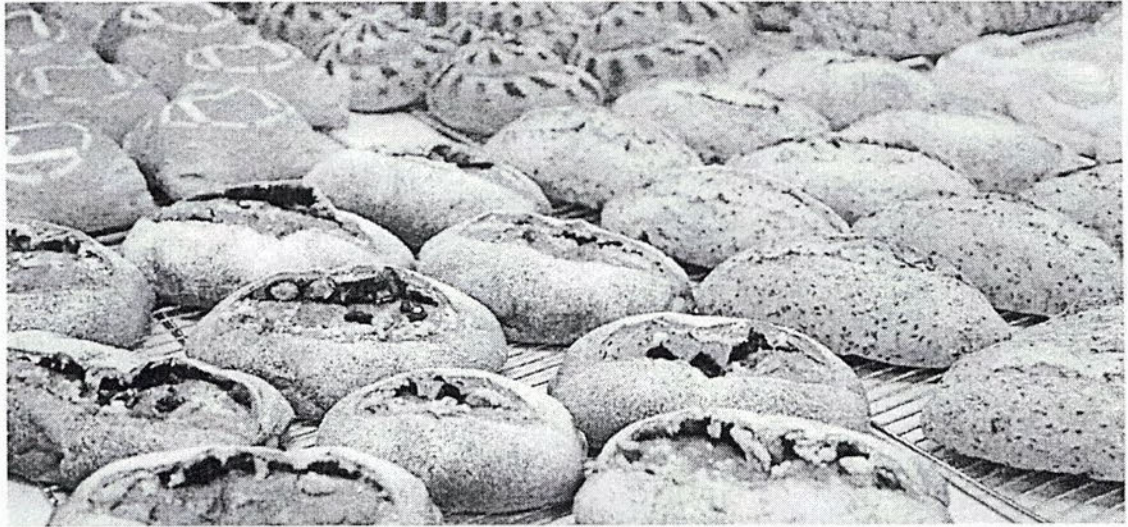
- 1,樱花抹茶拿铁 Charry Blossom Pearl with Matcha Latte
- 2,樱花芒果拿铁 Charry Blossom Pearl with Mango Latte

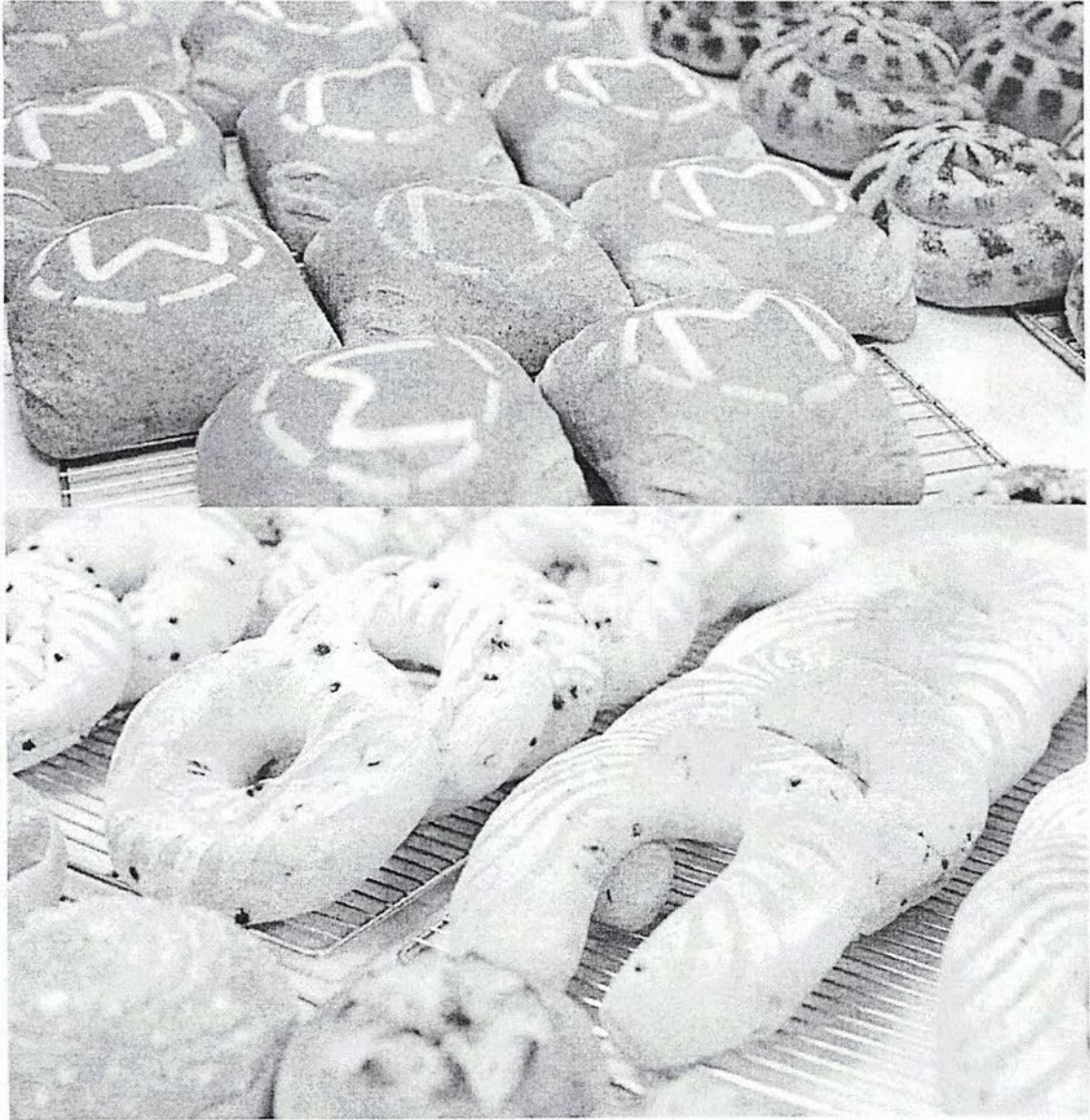
3,红丝绒拿铁 Red Velvet Latte

Bakery Menus

Our bread is low in sugar and oil, thus retaining the healthy aspect of typical breads. However, its recipe has been adapted to suit the unique tastes and preferences of Asian consumers. With the use of natural yeast, grains and dried fruits, the bread becomes soft, moist, exceptionally fragrant and many surprises in terms of its taste.







软欧包菜单 Menu of Fresh Bread

- 1, 蜜蜜芝士火龙果 Pitaya Honey Cheese Raisin - \$6.75
- 2, 车厘子夹心 Filled Cherry - \$5.75
- 3, 超级榴莲王 Super Durian - \$7.95
- 4, 芝士三色薯 Cheese Tricolor Potato - \$6.25
- 5, 红曲蔓越莓 Red Cranberry - \$5.50

6巧豆心愿奥利奥 Marble Chocolate Oreo - \$6.25

7, 玫瑰吐司 Rose Toast - \$5.25

8, 抹茶红小豆 Matcha with Red Bean - \$5.25

9菠菜肉骨头 Spinach Meat Bone - \$5.50

10, 夹心奥利奥 Oreo cookie Bread - \$6.25

VOTE OF CORPORATIONDATE: 2/3/2021AT A MEETING OF THE BOARD OF DIRECTORS OF The Shared Tea Corp
dba the Shared TeaHELD AT: Brookline, MassachusettsON: 2/3/2021IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE
TOWN OF BROOKLINE FOR A
Common victular

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT
229 Washington Street, Brookline, MassachusettsVOTED: TO AUTHORIZE Yangyang Tan TO
SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF _____
The Shared Tea Corp. AND TO EXECUTE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
GRANTING OF THE LICENSE.THIS CORPORATION HAS not BEEN RESOLVED.

A TRUE COPY

ATTEST:

CLERK



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: CV License

NAME: Yangyang Tan (The Shared Tea Corp dba the Shared Tea)

ADDRESS: 229 Washington Street, Brookline, MA 02445

EMAIL ADDRESS: kevinc_86@hotmail.com

PHONE #: [REDACTED]

PLACE OF BIRTH: BeiHai, China

FATHER'S NAME: Xiu Quan Tan MOTHER'S MAIDEN NAME: Quan Xiu Deng

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: March 2013 LOCATION: [REDACTED]

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: Zheng Zhou University LOCATION: Zheng Zhou, China

DATE: BeiHai Highschool LOCATION: Beihai, China

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 07/2019-5/2020 LOCATION: OneZoo, Quincy POSITION: barrista

DATE: 8/2012- 2/2014 LOCATION: Lecture and Tour Interpreter ^{practiced} POSITION: travel agent

DATE: 5/2012 arrive in Boston LOCATION: Cambridge POSITION:

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE:  DATE: 2-8-2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Signature of Individual

[Signature]
By: Corporate Officer / President

** Social Security #
Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

January 29, 2021

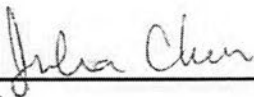
Office of Selectboard
Town of Brookline
Brookline, MA 02445

Dear Sir or Madam:

I am writing to let you know that I know Yangyang Tan for many years. She worked in a bubble tea store before, I think she has rich relevant experience to know how to run the business. I am available to answer any further questions.

You may reach me at the following address and telephone number:

Very Truly Yours,

X 

Julia Chen

Julia Chen
31 Chester Road, Belmont, MA 02478
7816064652

Dear Sir or Madam:

My name is Jenny who was Yangyang Tan's supervisor at Lecture and Tour International when she worked at our company. What I know is that she always worked very hard and was responsible, and she liked to listen to the needs of customers and respond to them quickly. She was definitely a great helper in work.

Please feel free to contact me if you need further information.

Jenny Lou | *President*

Lecture & Tour International

Bridging Cultures

Direct: 617-868-7800

Email: info@lecture-tour.com

Website: www.lecture-tour.com

Address: 2285 Massachusetts Ave. #201, Cambridge, MA 02140

7.A.

January 27, 2021

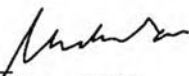
Office of Selectboard
Town of Brookline
Brookline, MA 02445

Dear Sir or Madam:

My name is Michelle, and I worked with Yangyang Tan as a colleague in the Lecture & Tour company before. She is enthusiastic and studious, and works seriously and responsibly. After work, we are also friends in our social life. She likes to share happy and interesting things with me. She is one of the most friendly and easy-going person I have ever met.

If you need more information, please feel free to call: 9789718888

Very Truly Yours,

____Michelle Xu____
14 Dartmouthst malden_02148
9789718888____
Name, address and telephone number

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

Applicant - Position: President/food manager Department/License: CV

Volunteer - Position: _____ Department: _____



Employee - Position: _____ Department: _____



Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)Last Name: Tan First Name: Yangyang MI: _____

Current Address: _____

Former Address(es): Freeport, ME 04032Maiden Name or Alias (If Applicable): Tan Place of Birth: BeiHai, China

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: F Height: 5 ft. 2 in. Race: Aisan Eye Color: brown

State Driver's License Number (Include State): _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Quan Xiu Deng Father's Name: Xiu Quan Tan

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

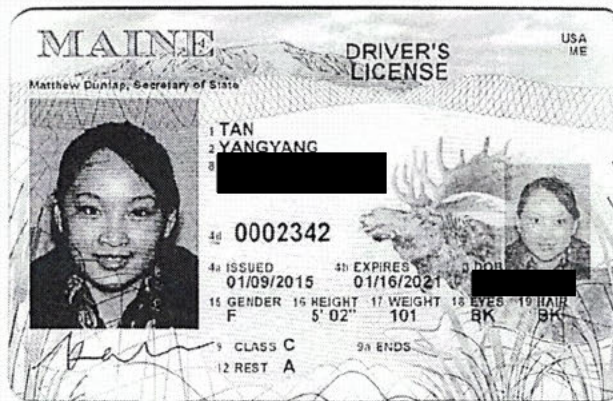
*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable _____ government-issued _____ identification: _____ (List ID Type)

Signature of CORI-Authorized Employee: X [Signature] Date: X 2-8-2021

Name and Position of CORI-Authorized Employee: _____

7.A.



Corporations Division

Business Entity Summary

ID Number: 001485747

[Request certificate](#)[New search](#)

Summary for: THE SHARED TEA CORP.

The exact name of the Domestic Profit Corporation: THE SHARED TEA CORP.				
Entity type: Domestic Profit Corporation				
Identification Number: 001485747				
Date of Organization in Massachusetts: 02-03-2021				
Last date certain:				
Current Fiscal Month/Day: 12/31				
The location of the Principal Office:				
Address: 229 WASHINGTON STREET				
City or town, State, Zip code, BROOKLINE, MA 02445 USA				
Country:				
The name and address of the Registered Agent:				
Name: YANGYANG TAN				
Address: 42 ROCKWAY AVEENUE UNIT 3B				
City or town, State, Zip code, WEYMOUTH, MA 02188 USA				
Country:				
The Officers and Directors of the Corporation:				
Title	Individual Name	Address		
PRESIDENT	YANGYANG TAN	42 ROCKWAY AVENUE UNIT 3B WEYMOUTH, MA 02188 USA		
TREASURER	YANGYANG TAN	42 ROCKWAY AVENUE UNIT 3B WEYMOUTH, MA 02188 USA		
SECRETARY	YANGYANG TAN	42 ROCKWAY AVENUE UNIT 3B WEYMOUTH, MA 02188 USA		
DIRECTOR	YANGYANG TAN	42 ROCKWAY AVENUE UNIT 3B WEYMOUTH, MA 02188 USA		
Business entity stock is publicly traded:				
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	275,000	\$ 0.00	1,000

7.A.

Consent	Confidential Data	Merger Allowed	Manufacturing
View filings for this business entity:			
<div>ALL FILINGS ▲</div> <div>Administrative Dissolution</div> <div>Annual Report</div> <div>Application For Revival</div> <div>Articles of Amendment ▼</div>			
<div>View filings</div>			
Comments or notes associated with this business entity:			
<div></div>			

New search

February 17, 2021

Office of the Selectboard
Town of Brookline

RE: CV License
229 Washington Street, Brookline
The Shared Tea Corp dba the Shared Tea

LITTER LETTER

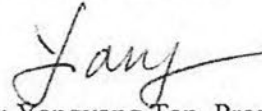
The Shared Tea Corp will follow the Town of Brookline By-Laws, Article XXXV, Section 7 and implement the following litter plan:

- (1) Will provide, install and maintain two litter receptacles, or as many as the Selectboard may require outside its store.
Depending on the suitability thereof, the receptacles will be either attached to free standing poles in front of the store location or will be trash barrels, lined with a plastic line, which barrels will be placed outside the entry way of each store;
- (2) Will have trash barrel located inside the store so that litter may be deposited therein and a conspicuous sign will be placed near the check out instructing people to use the litter containers;
- (3) Store manager will be instructed and required to inspect the trash containers at least twice a day and more often if conditions warrant and to empty said containers as required;
- (4) Store manager will be instructed and required to inspect and sweep the outside area of each store – this includes the sidewalk and gutters and to sweep and pick up any and all trash and litter as conditions require;

7.A.

- (5) All litter, from whatever source collected, will be bagged and placed into the trash that is normally associated with the store' regular business activities and removed on a regular basis by a commercial trash collector;
- (6) All dumpsters shall be kept closed and secured with a lock device to insure that they shall remain closed when not in use.

The Shared Tea Corp

A handwritten signature in black ink, appearing to read 'Yang', with a stylized flourish extending from the end.

By: Yangyang Tan, President



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: The Shared Tea Corp.

D/B/A The Shared Tea

LOCATION: 229 Washington Street, Brookline, MA 02445

TELEPHONE [REDACTED] EMAIL ADDRESS: kevinc_86@hotmail.com

TYPE OF ENTERTAINMENT:

(1) RADIO ☒ TAPED MUSIC ☒ JUKE BOX _____ TELEVISION _____

DAYS: Sun - Monday HOURS: FROM: 11 AM TO: 9 PM

(2) MOVIES _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(3) DANCING _____ PRIVATE _____ PUBLIC _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(4) INSTRUMENTAL MUSIC _____ TYPE OF INSTRUMENTS: _____
 #OF INSTRUMENTS _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(5) VOCAL MUSIC : _____ #OF VOCALIST: _____

DAYS: _____ HOURS: FROM: _____ TO: _____

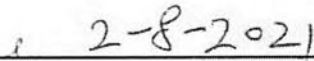
(6) EXHIBITION (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(7) FLOOR SHOW (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____


 SIGNATURE OF APPLICANT


 DATE

(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A
 SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS
 AND REQUIRES A SEPARATE FEE OF \$100:

DANCING
 JUKE BOX
 LIVE ENTERTAINMENT

New Common Victualler / Entertainment

Applicant: Heart Jr. LLC
DBA: Mamaleh's Delicatessen
Location: 1659 Beacon Street Brookline, MA 02445

Application Details:

Application of a Common Victualler license for Heart Jr. LLC d/b/a Mamaleh's Delicatessen at 1659 Beacon Street. Hours of operation will be Monday –Sunday 7:00 am to 7:00 pm. Seating will consist of 25 inside seats and 12 outside.

Application of an Entertainment license for Heart Jr. LLC d/b/a Mamaleh's Delicatessen at 1659 Beacon Street. Entertainment will consist of radio and recorded music Monday –Sunday 7:00 am to 7:00 pm.

Application of an Outdoor-seating license for Heart Jr. LLC d/b/a Mamaleh's Delicatessen at 1659 Beacon Street. Seating will consist of 12 outdoor seats.

This is the former Dunkin Donuts.

Reports (Attached):

Health Department (Approved)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)

MEMORANDUM

TO: Dr. Swannie Jett, Director of Health & Human Services
Daniel Bennett, Building Commissioner
Mark Morgan, Acting Chief of Police
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Common Victualler / Entertainment / Outdoor seating

DATE: January 20, 2021

May we please have reports on the attached application:

Applicant: Heart Jr. LLC
DBA: Mamaleh's Delicatessen
License Type: Common Victualler / Entertainment/ Outdoor seating
Location: 1659 Beacon Street Brookline, MA 02445

Application Details:

Request of approving the application of a Common Victualler license for Heart Jr. LLC d/b/a Mamaleh's Delicatessen at 1659 Beacon Street. Hours of operation will be Monday –Sunday 7:00 am to 7:00 pm. Seating will consist of 25 inside seats and 12 outside.

Request of approving the application of an Entertainment license for Heart Jr. LLC d/b/a Mamaleh's Delicatessen at 1659 Beacon Street. Entertainment will consist of radio and recorded music Monday –Sunday 7:00 am to 7:00 pm.

Request of approving the application of an Outdoor-seating license for Heart Jr. LLC d/b/a Mamaleh's Delicatessen at 1659 Beacon Street. Seating will consist of 12 outdoor seats.

This is the former Dunkin Donuts.

This application is scheduled to go before the Board on **March 16, 2021**. Please have the reports no later than **March 9, 2021**.

Thank you.

Checklist for Common Victualler w/o Alcohol



- ☒ Common Victualler Application
 - ☒ Description of Operations
 - ☒ Copy of menu
 - ☒ Vote of Corporation
 - ☒ Litter Letter
 - ☒ Renovation Form
 - ☒ License Interview Form
 - ☒ State Tax Verification Form
 - ☒ Three letters of reference
 - ☒ License surrendered letter from previous owner (if applicable)
 - ☒ A set of: a description, illustration, and/or detailed plans
 - ☒ Entertainment Application
 - ☒ Outdoor Seating Application
-
- ☒ Report from Brookline Police
 - ☒ Report from Building
 - ☒ Report from Fire
 - ☒ Report from Health
 - ☐ DPW (Outside seating only)

Tiffany Souza

From: David A Randolph
Sent: Monday, March 08, 2021 1:20 PM
To: Tiffany Souza
Subject: Re: Request for Report - Mumaleh's Delicatessen

The Fire Department sees no issues with the Common Vic application for Mumaleh's Delicatessen.

The owner has stated they are currently under construction and will reach out when they need a final inspection.

Sincerely,

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, February 16, 2021 12:16 PM
To: Dai Nguyen <dnguyen@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; David Hill <dhill@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>
Subject: Request for Report - Mumaleh's Delicatessen

Tiffany Souza

Administrative Assistant – Licensing



Town of Brookline | Select Board's Office
333 Washington Street, 6th FL
Brookline, MA 02445-6853
☎: (617) 730-2203 | 📠: (617) 730-2054



**TOWN OF BROOKLINE
DEPARTMENT OF PUBLIC HEALTH**

11 Pierce Street, Brookline, Massachusetts, 02445
Telephone: (617) 730-2300 Facsimile: (617) 730-2296
Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

Dr. Swannie Jett, DrPH, MSc
Director of Public Health
& Human Services

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH
M E M O R A N D U M**

To: Melvin Kleckner,
Town Administrator
for the Select Board

From: Dr. Swannie Jett, SJ
Director of Public Health and Human Services

Date: March 5, 2021

Re: Mamaleh's Delicatessen
1695 Beacon St
Heart Jr. LLC, Applicant

Please be advised that the Department of Public Health has no objection to the issuance of a Common Victualler/Entertainment/Outdoor Seating recommendation to the above noted establishment.

This recommendation is under the following conditions:

- The operator must complete the Department of Public Health Town of Brookline Business Reopening Packet for Restaurants.
- The establishment is renovated to comply with Health Code requirements.
- The operator maintains Food Safety and Allergy Awareness Certification

8.A.

- An odor control system should be installed and maintained to prevent excessive cooking odors should the Department receive valid nuisance complaints.
- The establishment receives a pre-operational inspection before the license is released.
- All required applications and fees are submitted to Department as required.
- All approved outdoor seating must be posted "No Smoking" as required by Town By-Law.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:\food SelectBoard:CVFoodEnt21



SUPT. MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

Sergeant David Hill

*Patrol Supervisor
Brookline Police Dept.
617-730-2654
dhill@brooklinema.gov*

March 5, 2021

TO: Superintendent Morgan

RE: Common Victualler License – Mamaleh's Delicatessen

Sir,

I received a memorandum from Town Hall regarding a request by Alon Munzer on behalf of Heart Jr. LLC for a new Common Victualler License at 1659 Beacon St. This location was previously occupied by Dunkin' Donuts. The new location will be a Jewish deli doing business as *Mamaleh's Delicatessen*. Business hours will be 7:00AM to 7:00PM seven days a week. At this time the existing space appears sufficient for the requested indoor seating capacity of 25. There is a request for an outdoor seating capacity of 12; there is a wide sidewalk in this area of Beacon St, and the request is consistent with neighboring businesses. There will not be alcohol on the premises.

Mr. Munzer is a resident of Brookline and there have been no negative interactions with this police department. He appears to have experience in the food industry and has previously held Common Victualler licenses in Cambridge and Boston. His application includes references from individuals in the restaurant business and the Jewish community. I find no public safety reasons to deny this license.

Included in this application is a request for an entertainment license for radio and taped music during hours of operation. This is consistent with the licenses of similar common victuallers, and I have no objections to this request.

Respectfully submitted,

Sgt. David Hill S:14



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: March 1, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **1659 Beacon Street** - Application from Heart Jr. LLC, d/b/a Mamaleh's Delicatessen, Alon Munzer, Owner, for a Common Victualler and Entertainment (Radio and Taped Music) License with seating capacity of 25 seats inside and 12 seats outside (your memo dated January 20, 2021).

The subject premises is located in a G-1.75 (WS) Washington Square (General Business) Business District. The use as a restaurant of less than 5,000 square feet is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The establishment meets the requirements of the Building Code for the requested use and indoor seating not to exceed 25. In addition, the applicant provides the necessary area for 12 outdoor seats.

The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department. A Certificate of Occupancy and Certificate of Inspection will be required from the Building Department prior to opening.

If an odor problem occurs as a result of this use an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the application from Heart Jr. LLC, d/b/a Mamaleh's Delicatessen, Alon Munzer, Owner, for a Common Victualler and Entertainment (Radio and Taped Music) License with seating capacity of 25 seats inside and 12 seats outside.



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR COMMON VICTUALLER LICENSE

DATE: 2/10/21

LOCATION: 1659 BEACON STREET

APPLICANT: HEART JR LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: MAMALCH'S DELICATESSEN

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

NAME	TITLE	EMAIL ADDRESS
ALON MUNZER	OWNER	ALON @ MAMALCHS.COM

TELEPHONE #	ADDRESS
[REDACTED]	[REDACTED]

NAME	TITLE	EMAIL ADDRESS
[REDACTED]		

8.A.

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? YES
IF YES, LOCATION: AND DATES: BOSTON AND CAMBRIDGE FROM 2005 TO PRESENT

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: _____
IF YES, LOCATION: AND DATES: _____

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: 7 HOURS: 7AM - 7PM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

JEWSH DELICATESSENFLOOR SPACE SQ. FT. ABOUT 1350 SFBYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO


(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 25 OUTSIDE: 12Outside seating only applicable for 6 months from April 1st – September 30th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: NUMBER OF BATHROOMS : EMPLOYEE: 0 PUBLIC: 2NUMBER OF PARKING SPACES (IF ANY): 0NUMBER OF EMPLOYEES: ABOUT 18

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions _____

APPLICANT SIGNATURE  TITLE: OWNER PHONE EMAIL ADDRESS ALON@MAMALETS.COM

VOTE OF CORPORATIONDATE: 2/9/21AT A MEETING OF THE BOARD OF DIRECTORS OF HEART JR LLCHELD AT: VIA Zoom ON: 2/3/21

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Common VIRTUALER LICENSE
(TYPE OF LICENSE)FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT
1659 BEACON STREETVOTED: TO AUTHORIZE RACHEL MILLER MUNZER TO SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF HEART JR LLC

AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS _____ BEEN RESOLVED.

A TRUE COPY

ATTEST: _____
CLERK



RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Exterior Signage - Professional design pending

(2) Interior decoration - Professional design pending

(3) New Floors, material TBD

(4) Change existing lighting - Professional design pending

(5) Change front counter - Professional design pending

(6)

DATE: 2/9/21

SIGNATURE OF APPLICANT:

(PLEASE SUBMIT THREE SETS OF PLANS)

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Common VictuallerNAME: Alon MunzerADDRESS: [REDACTED]EMAIL ADDRESS: 2/3/21 ALON @ MAMALEHS.COMPHONE #: Heart Jr LLCPLACE OF BIRTH: Bridgeport, CTFATHER'S NAME: Moshe MunzerMOTHER'S MAIDEN NAME: GuttmanARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2/9/21LOCATION: [REDACTED]

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: class of 2000 **LOCATION:** Northeastern University

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EMPLOYMENT HISTORY

DATE: 2016-present **LOCATION:** Mamaleh's Delicatess **POSITION** owner

DATE: 2013-present **LOCATION:** State Park restaurant **POSITION** owner

DATE: 2017-present **LOCATION:** Cafe du Pays restaur **POSITION** owner

DATE: 2008-2015 **LOCATION:** Hungry Mother Camb **POSITION** owner

DATE: _____ **LOCATION:** _____ **POSITION** _____

SIGNATURE:  **DATE:** 2/9/21

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Signature of Individual

By: Corporate Officer

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

GENERAL DESCRIPTION OF OPERATIONS FOR MAMALEH'S DELICATESSEN
WASHINGTON SQUARE

We are very excited open an outpost of our flagship Kendall Square location Mamamleh's Delicatessen in the heart of Washington Square, Brookline.

Mamaleh's Delicatessen Washington Square will mimic our current operations in Cambridge. Guests ordering will be done primarily online, or given Covid protocols at the time, at the counter. We will not have waiters or table service, though we will have a 25 person capacity seating area for guests to dine in, many retail fridges and freezers, and a focus on take out and prepared foods. We plan to be open 7 days a week from 7am-7pm. We will offer delivery thorough Door Dash during those hours, delivery drivers are either in a car or on a bicycle. Regarding the control of elimination of litter, we will have trash receptables for guests within the restaurant. In addition there are public Big Belly trash cans on the sidewalk near the front door.

MAMALEH'S

Delicatessen

Restaurant

WASHINGTON SQUARE,
BROOKLINE

BREAKFAST ALL DAY

BAGEL, SCHMEAR AND VEGETABLEStomato, capers, cucumber, and red onion on a choice of bagel.....	\$7
WHITEFISH SALAD SANDWICHtomato, capers, cucumber, and red onion on a choice of bagel.....	\$13
**NOVA LOX SANDWICH dill cream cheese, tomato, capers and red onion on a choice of bagel.....	\$13
PASTRAMI, EGG AND CHEESEwith russian dressing on a homemade challah roll.....	\$9
SALAMI, EGG AND CHEESEwith dijonnaise on a homemade challah roll.....	\$8.50
L.E.O.lox, eggs, and onions with dill mayo on a homemade challah roll.....	\$9

LUNCH ALL DAY

MATZAH BALL SOUP2 matzah balls, chicken, carrots and celery in our flavorful broth.....	\$8
MAMALEH'S BIG SALAD ...turkey, cucumbers, radishes, sunflower seeds, griddled halloumi, hard-boiled egg, manishewitz vin...	\$13.50
CORNERED BEEF REUBENrussian dressing, swiss & sauerkraut pressed on seeded rye.....	\$14
TURKEY RACHELrussian dressing, swiss & coleslaw pressed on seeded rye.....	\$14
SMOKED MUSHROOM REUBEN (V)russian dressing, swiss & sauerkraut pressed on seeded rye.....	\$14
CHICKEN SALAD SANDWICHwith arugula on a homemade challah roll.....	\$9.50
MAMALEH'S CORNERED BEEFwith mustard on seeded rye.....	\$11/4oz...\$18/8oz
MAMALEH'S PASTRAMIwith mustard on seeded rye.....	\$11/4oz...\$18/8oz
COLD TURKEYswiss, cole slaw, russian dressing on a homemade challah roll.....	\$11

DELI CLASSICS FROM THE CASE

POTATO KNISH	PASTRAMI	SALAMI	RUSSIAN DRESSING
MEAT KNISH	CORNERED BEEF	NOODLE KUGEL	COLE SLAW
POTATO LATKES	BEEF TONGUE	MATZAH BALL SOUP	BAGELS
CHEESE BLINTZES	CHOPPED LIVER	POTATO SALAD	BIALYS

DRINKS

DR BROWNScream diet cream black cherry diet black cherry cel ray.....	\$3
BOTTLED WATER	\$3
SPINDRIFTcucumber pineapple grapefruit.....	\$3
HOT COFFEE	\$2 / 12 oz...\$3 / 16oz
ICED COFFEE	\$2 / 12 oz...\$3 / 16oz

SWEETS

SOUR CREAM WALNUT COFFEE CAKE	\$3.75
BABKA MUFFINchocolate or cinnamon.....	\$3.75
RUGELACHchocolate or raspberry walnut.....	\$3.75
MAMALEH'S CHOCOLATE CAKE	\$6

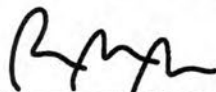
** THESE ITEMS ARE COOKED TO ORDER AND MAY BE SERVED RAW OR UNDERCOOKED. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR CHANCE OF FOODBORNE ILLNESS
BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY

HEART JR, LLC
Certificate of Organization

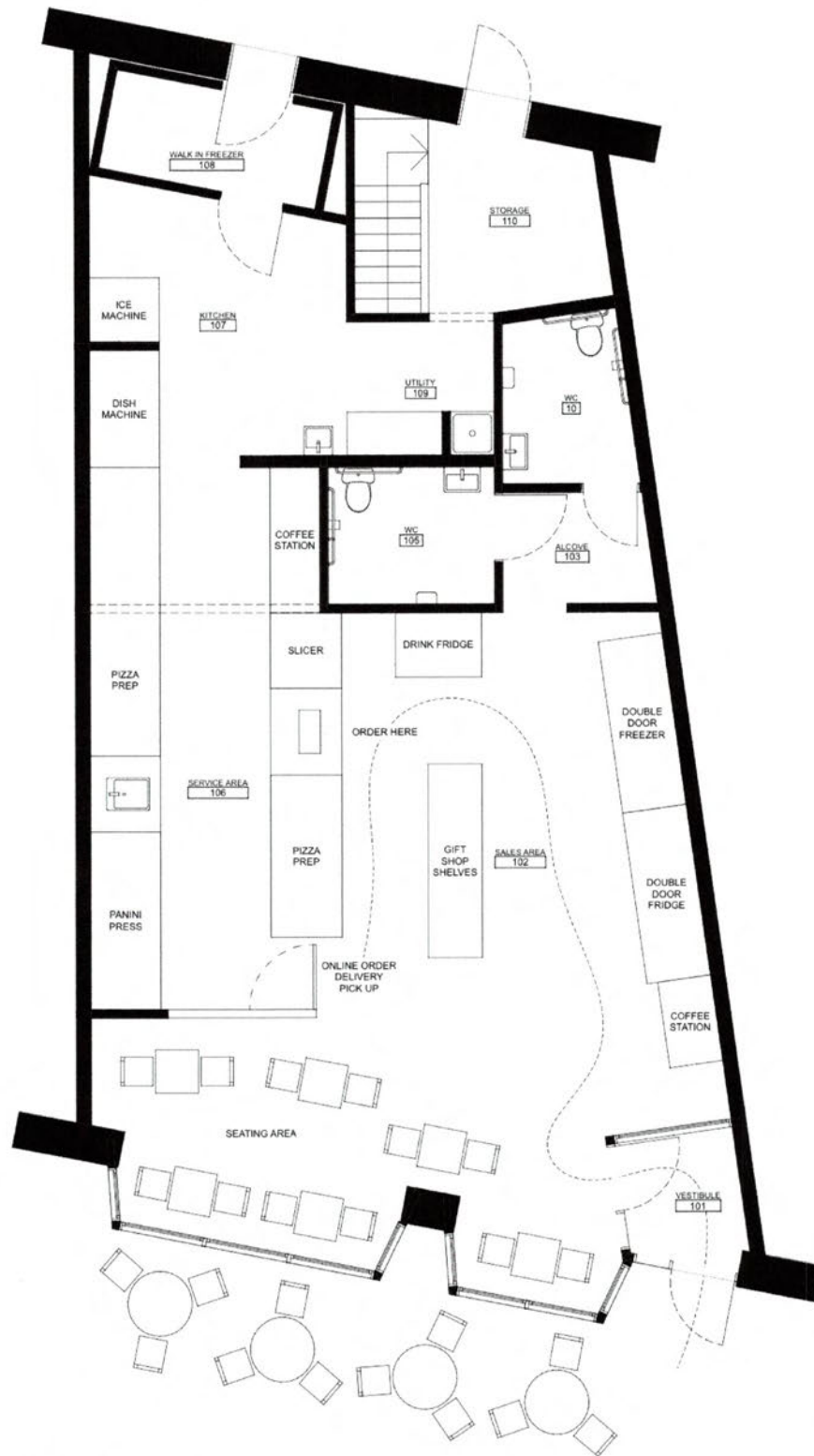
Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned, desiring to organize a Massachusetts limited liability company, hereby certifies as follows:

1. Federal Employer Identification Number: The limited liability company organized hereby has applied for (but not yet received) a federal employer identification number.
2. Name of the Limited Liability Company: The name of the limited liability company formed hereby (the "LLC") is HEART JR, LLC.
3. Office of the LLC: The address of the office of the LLC for purposes of Section 5 of the Act is One Kendall Square, B300 Upper Level, Cambridge, MA 02139.
4. Business of the LLC: The general character of the business of the LLC is to own and operate a restaurant and to engage in any lawful business permitted by the Act.
5. Date of Dissolution: The LLC shall have no fixed date on which it shall dissolve.
6. Agent for Service of Process: The name and address of the resident agent for service of process for the LLC is as follows: Rachel Miller Munzer, One Kendall Square, B300 Upper Level, Cambridge, MA 02139.
7. Manager: The LLC shall initially have one (1) Manager whose name and address is as follows: Rachel Miller Munzer, One Kendall Square, B300 Upper Level, Cambridge, MA 02139.
8. Execution of Documents: Any Manager of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.
9. Execution of Recordable Instruments: Any Manager of the LLC is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property.

IN WITNESS WHEREOF, the undersigned hereby affirm under the penalties of perjury that the facts stated herein are true, as of this 26 day of January 2021.



 RACHEL MILLER MUNZER, Duly Authorized



1 PROPOSED GROUND FLOOR
SCALE: 1/4" = 1'-0"



February 12, 2021

To Whom it May Concern,

It is with great pleasure that I write this letter of reference for Alon and Rachel Munzer. I have known Alon, Rachel and their family for close to ten years as members of our synagogue and school community.

Alon and Rachel are upstanding and generous members of the Brookline community. They have stepped up to help many, many times. I cannot remember time when Alon and Rachel did not say yes when there was an opportunity to volunteer at the synagogue. Additionally, Alon and Rachel – and their delicious restaurants – have always contributed generously to our synagogue -- providing financial gifts, yummy treats and special experiences which have enhanced many Ohabei Shalom fundraisers and holiday experiences.

I have personally been very impressed in the ways that Alon, Rachel and their business partners have dealt with the COVID-19 crisis. Their ability to creativity pivot and innovate has really come through at this challenging time. Alon and Rachel have always displayed a high degree of responsibility, leadership, and integrity. Their accomplishments really speak for themselves and I am proud to call them friends. I therefore have no reservations whatsoever recommending Alon and Rachel as trustworthy people who can always be counted on, regardless of the enterprise.

Feel free to reach out if you have any additional questions.

Warmly,

Shari Churwin
Executive Director of Education and Administration

Audrey Marcus Berkman
Rabbi

Daniel Schaefer
Assistant Rabbi

Emily G. Lipof
Rabbi Emerita

Shari A. Churwin
Executive Director of
Education and
Administration

Amy Deutsch
Ansin Religious School
Director

Benjamin Berkowitz
President

Mark Gale
President Elect

Penny Garver
Co-Treasurer

Richard Stern
Co-Treasurer

Rachel Greene
Recording Secretary



we make sandwiches

February 11, 2021

RE: Character Reference for Alon Munzer

To Whom It May Concern:

I have known Alon Munzer for over 12 years and I can attest that he is a moral, honest, stand-up guy. He also happens to be a great father, husband, and all-around productive citizen. Brookline will benefit greatly from Alon and his business. If you have any questions, comments, or concerns, please do not hesitate to reach out to me on my cell phone, 617-938-8400.

Regards,

Charles Kelsey

Owner, Cutty Foods LLC

8.A.

Susan C. Cohen
Fred A. Taub
31 Russell Street
Brookline, MA 02446-2431

February 12, 2021

To whom it may concern:

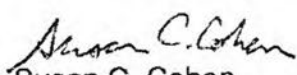
We write in regard to Alon Munzer and Rachel Miller Munzer and their plans to open up a restaurant on Beacon Street in Brookline.

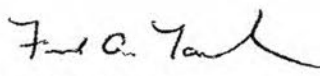
We have known Mr. Munzer and Ms. Miller Munzer for some 20 years. They are wonderful, honest, and reliable people. We could not think more highly of them personally and also admire how they have run their restaurant business both successfully and in the most principled manner.

We, ourselves, have lived in Brookline for over 40 years, have been active in the Town, and care greatly about its vitality. To have Mr. Munzer and Ms. Miller Munzer operating a business in Brookline guarantees that it will be an asset to the neighborhood and the community at large.

Thank you for your consideration of our thoughts on the matter,

Sincerely,


Susan C. Cohen


Fred A. Taub



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

**APPLICATION FOR OUTDOOR SEATING
APRIL 15TH TO OCTOBER 15TH
(Common Victualler)**

DATE: 2/12/21

LOCATION: 1659 Beacon Street

APPLICANT: HEART JR LLC
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: MAMALEH'S DELICATESSEN

DAYS AND HOURS OF OUTDOOR TABLE SERVICE:

DAYS: 7 HOURS: 7am-7pm

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____


NUMBER OF OUTDOOR TABLES AND SEATS: 12 seats

NUMBER OF INDOOR SEATING DURING MONTHS OF OUTDOOR SERVICE: 25

LOCATION OF OUTDOOR TABLES AND SEATS: on sidewalk directly outside restaurant

8.A.

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00. By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

APPLICANT SIGNATURE:  TITLE: owner PHONE#: 617-308-0005

EMAIL ADDRESS: alon@mamalehs.com

APPLICANTS FOR OUTDOOR SEATING ON PUBLIC SIDEWALKS MUST APPLY FOR AND OBTAIN A PERMIT FROM DPW

(Please attach plan showing location and layout of outdoor seating.)

- Property line between the Town and applicant.
- Location of buildings in relation to property line.
- Handicap accessibility ramps.
- Locus of plan shall cover the entire frontage of the lot.
- Signs, street lights, parking meters, street furniture, and any other objects within the locus. • Slope of sidewalk.
- Location and type of proposed tables, chairs, planters, etc.
- Location of 4' wide (min.) path of travel.



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: HEART JR LLC

D/B/A: Mamaleh's Delicatessen

LOCATION: 1659 Beacon Street

TELEPHONE #



EMAIL ADDRESS: alon@mamalehs.com

TYPE OF ENTERTAINMENT:

(1) RADIO x TAPED MUSIC x JUKE BOX___ TELEVISION

DAYS: 7 HOURS: FROM: 7am TO: 7pm

(2) MOVIES DAYS: HOURS: FROM: TO:

(3) DANCING PRIVATE PUBLIC_

DAYS: HOURS: FROM: TO:

(4) INSTRUMENTAL MUSIC _TYPE OF INSTRUMENTS: ____ #OF INSTRUMENTS_

DAYS: ____ HOURS: FROM: _TO: _ (5) VOCAL MUSIC : _#OF VOCALIST: ____

DAYS: ____ HOURS: FROM: _TO: _ (6) EXHIBITION (DESCRIBE): _____

DAYS: ____ HOURS: FROM: _TO: _

(7) FLOOR SHOW (DESCRIBE): _____ DAYS: ____ HOURS: FROM: _TO: _

____  ____ SIGNATURE OF APPLICANT DATE 2/12/21

(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS AND REQUIRES A SEPARATE FEE OF \$100:

DANCING
JUKE BOX
LIVE ENTERTAINMENT

Tiffany Souza

From: Harry Friedman <spinmarty@yahoo.com>
Sent: Tuesday, March 09, 2021 10:46 PM
To: Tiffany Souza
Cc: Alon Munzer
Subject: Hearing on Mamaleh's Deli March 16

Dear Ms. Souza,

I am writing in reference to the license application of Mamaleh's Deli, at 1659 Beacon Street.

The location is within the precinct which I represent at town meeting, and is also within the confines of the Aspinwall Hill Neighborhood Association, of which I am the treasurer-secretary.

I welcome with open arms the return of a delicatessen to Washington Square. We have been without one far too long, since the closing of the late B&D, and to add this to the current food choices at Washington Square will be a boon for the community. I have been in their Cambridge location, and I look forward to this, much closer to home.

I strongly urge support of their license application.

Sincerely,

Harry Friedman
27 Claflin Road
Brookline 02445

Town Meeting Member, Precinct 12
Advisory Committee Member
Treasurer-Secretary of the Aspinwall Hill Neighborhood Association

Change of Manager / Change of DBA / Change of Hours / Alteration of Premises / Management Agreement

Applicant: Claremont Brookline Avenue, LLC
DBA: Emerald Bar / Punch Bowl
Location: 700 Brookline Ave, Brookline, MA 02445

Application Details:

Application for a **Change of Manager** of record at 700 Brookline Ave.

From: John Mitchell Jr.
To: Jennifer Ziskin

Application for a **Change of DBA** at 700 Brookline Ave.

From: Emerald Bar
To: Punch Bowl

Application for a **Change of Hours** at 700 Brookline Ave.

From: Monday – Saturday 11:00 am – 12:00 am and Sunday 12:00 pm – 12:00 am
To: Monday – Saturday 8:00 am – 2:00 am and Sunday 12:00 pm – 12:00 am

Application for an **Alteration of Premises** to increase the licensed premises to includes the hotel lobby, two (2) meeting rooms, outdoors space and all hotel guest rooms at 700 Brookline Ave, Brookline.

Application for Claremont Brookline Avenue, LLC to enter into a **Management Agreement** with J&J Restaurant Group

Reports (Attached):

Health Department (Pending)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)

MEMORANDUM

TO: Dr. Swannie Jett, Director of Health & Human Services
Daniel Bennett, Building Commissioner
Mark Morgan, Acting Chief of Police
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Change of Manager / Change of DBA / Change of Hours / Alteration of Premises
Management Agreement

DATE: February 12, 2021

May we please have reports on the attached application:

Applicant: Claremont Brookline Avenue, LLC
DBA: Emerald Bar / Punch Bowl
License Type: All Alcohol Common Victualler / Hotel
Location: 700 Brookline Ave, Brookline, MA 02445

Application Details:

Request of approving the application for a **Change of Manager** of record at 700 Brookline Ave.

From: John Mitchell Jr.
To: Jennifer Ziskin

Request of approving the application for a **Change of DBA** at 700 Brookline Ave.

From: Emerald Bar
To: Punch Bowl

Request of approving the application for a **Change of Hours** at 700 Brookline Ave.

From: Monday – Saturday 11:00 am – 12:00 am and Sunday 12:00 pm – 12:00 am
To: Monday – Saturday 8:00 am – 2:00 am and Sunday 12:00 pm – 12:00 am

Request of approving the application for an **Alteration of Premises** to increase the licensed premises to includes the hotel lobby, two (2) meeting rooms, outdoors space and all hotel guest rooms at 700 Brookline Ave, Brookline.

Request of approving the application for Claremont Brookline Avenue, LLC to enter into a **Management Agreement** with J&J Restaurant Group

This application is scheduled to go before the Board on **March 16, 2021**. May we please have the reports no later than **March 9, 2021**.

Thank you.



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

To: Chief Mark P, Morgan

From: Lt. Michael P. Murphy

Date: 9 March 2021

Re: Brookline Food & Beverage, LLC d/b/a Emerald Bar – Located at Hilton Garden Inn, 700 Brookline Ave, Brookline MA 02445. Amendment of All Kinds Alcohol License: New Mgr. of Record, Name Change to Punch Bowl, New Management Agreement, Change of Hours of Operation and Alteration of Premises.

Sir,

Brookline Food & Beverage LLC d/b/a Emerald Bar located at the Hilton Garden Inn Hotel, through Atty. Steffani Boudreau, from the Law Office of Robert L. Allen, 300 Washington St. Brookline, MA 02445, is requesting changes to its section 12 license to Expose, Keep for Sale and to Sell All Kinds of Alcoholic Beverages as a Seven Day Common Victualler license.

They were previously approved by the Select Board for a Common Victualler license, with a total inside seating capacity of ninety-two. Their approved hours of operation for both food and alcohol service are Monday through Saturday 11am to 12 midnight and Sunday 12pm to 12 midnight. The proposed change of hours are Monday through Saturday (food and alcohol) 8:00 am to 2:00 am, Sunday (food) 8:00 am to 2:00 am and Sunday (alcohol) 12:00 pm to 2:00 am.

A lease agreement was submitted giving J & J Restaurant Group the legal right to occupy the premises at 700 Brookline Ave. A Corporate Vote was submitted and Brookline Food & Beverage LLC filed Articles of Organization with the Secretary of the Commonwealth, Corporation Division.

Claremont Food and Beverage, LLC – 100% Owner of License entity

[REDACTED]
[REDACTED]

Elias Patoucheas – Sole LLC Manager

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Jennifer L. Ziskin – Proposed Manager of Record

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Email: jen@lamorra.com

Brookline Food & Beverage, LLC is requesting the Board approve their application for Ms. Jennifer L. Ziskin to be named as the new Manager of Record. Ms. Ziskin is a graduate of Syracuse University and Leslie College and is currently the co-owner of two restaurants, La Mora in Brookline and Heritage of Sherborn, MA. Ms. Ziskin has an interest in the alcohol license for Millie & Bea, LLC d/b/a Heritage Restaurant in Sherborn, MA. I spoke with Sherborn Asst. Town Administrator Ms. Diane Moores, who stated that there have been no issues with the liquor license. Ms. Ziskin has successfully completed her certification in the safe service of alcohol and a copy of this certification has been submitted. She is also a certified Crowd Manager and a copy of this certificate has been submitted. Ms. Ziskin is a citizen of the United States and is over 21 years of age and a copy of her US Passport was submitted. Ms. Ziskin has never been a Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled.

Ms. Ziskin will submit to the Brookline Police a complete set of fingerprints for the purpose of conducting a criminal background check when COVID restrictions are removed and the Police Department resumes fingerprinting. When the fingerprint query results are returned, any negative or disqualifying information will be submitted to the Board. Queries were conducted of other applicable law enforcement databases and no negative information was found on Ms. Ziskin.

I have conducted a cursory phone interview with Ms. Ziskin in regard to alcohol requirements and all appears in order. Hilton Garden Inn will open on April 1, 2021 if all goes according to plan. A follow up meeting will be held with Ms. Ziskin upon opening to further discuss the Town of Brookline's Sale of Alcoholic Beverages Regulations and what to expect during an administrative inspection.

The current Manager of Record, John Mitchell, Jr., who will now become the Alternate Manager.

Brookline Food & Beverage, LLC has entered into a liquor license management agreement on 2 February 2021 with Claremont Brookline Avenue, LLC (owner), Claremont Companies, LLC (Hotel Operator), and J & J Restaurant Group, Inc., (Manager) with Ms. Jennifer Ziskin as President. The purpose of this agreement is to oversee the food and alcohol service in the approved licensed premises. Certificates from the Mass. Dept. of Revenue and Dept. of Unemployment Assistance were also provided. All paperwork on this matter appears in order at this time.

An application for Alteration of Premises with regard to the lease and proposed bar, restaurant, and function rooms was also presented. The original alcohol license did not extend to any part of the hotel except for the restaurant itself. The amendment seeks to increase the licensed premises to include the hotel lobby, two (2) meeting rooms, outdoor space, and hotel guest rooms. All areas seem to be a reasonable addition to the license for a hotel of this size. Outdoor space must be defined by the hotel and appropriate signage must be posted in the lobby, hotel exits, and other areas where alcohol may be present.



9.A.

Brookline Food & Beverage, LLC has also requested to change their name from Emerald Bar to d/b/a Punch Bowl.

At this time, I do not find any reason to deny this application.

Respectfully Submitted,
Lt. Michael P. Murphy #31



Tiffany Souza

From: David A Randolph
Sent: Monday, March 08, 2021 11:24 AM
To: Tiffany Souza
Subject: Re: Request for Report - 700 Brookline Ave

Due to the alteration of the Liquor license, the Fire Department has no bearing on this report.

Respectfully,

David Randolph
 Deputy Chief
 Fire Prevention Division
 Brookline Fire Department
 (617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, February 16, 2021 10:53 AM
To: Dai Nguyen <dnguyen@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Mike Murphy - Police <mpmurphy@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>
Subject: Request for Report - 700 Brookline Ave

There are multiple components to this application. Mostly just for the police to report. Reaching out to all due to the alterations of premises. They are expanding where to serve alcohol. No construction. If you do not need to report based on no construction please just send a memo (or email) that you do not need to report or no objection.

Thank you,

Tiffany Souza

Administrative Assistant – Licensing



Town of Brookline | Select Board's Office
 333 Washington Street, 6th FL
 Brookline, MA 02445-6853
☎: (617) 730-2203 | **📠:** (617) 730-2054



Daniel F. Bennett
Building Commissioner

TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

INTEROFFICE MEMORANDUM

Date: March 2, 2021

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: **700 Brookline Ave** – Request from Brookline Food and Beverage LLC, d/b/a Punch Bowl, Elias Patoucheas, Manager, for an All Kinds Common Victualler License and a Change of Manager, DBA and Hours with a seating capacity of 76 seats and new hours of operation Monday-Saturday 8am-2am and Sunday 12pm-12am (your memo dated February 12, 2021).

The subject property is located in a I-1.0 (Industrial Services) Industrial District and Emerald Isle Special District (EISD). The use as a Hotel with a restaurant is permitted by Special Permit per **Section 4.07, Use #8** of the Town of Brookline Zoning By-Law.

The Board of Appeals, in Decision 2017-0010, granted the necessary special permits to construct a Hotel with a restaurant. The premises conforms to the pertinent provisions of the State Building Code for use as a restaurant with a maximum capacity of seventy-six (76) seats. The Building is currently under construction. A Certificate of Occupancy and Certificate of Inspection will be required prior to opening.

If an odor problem occurs as a result of this use an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the application from Brookline Food and Beverage LLC, d/b/a Punch Bowl, Elias Patoucheas, Manager, for an All Kinds Common Victualler License and a Change of Manager, DBA and Hours with a seating capacity of 76 seats and new hours of operation Monday-Saturday 8am-2am and Sunday 12pm-12am.



300 WASHINGTON ST.
BROOKLINE, MA 02445

P. (617) 383-6000
F. (617) 383-6001

February 11, 2021

BY HAND

Tiffany Souza
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Claremont Brookline Avenue, LLC
Liquor License Amendment
700 Brookline Avenue, Brookline, MA

Dear Tiffany:

Brookline Food & Beverage, LLC is herewith filing its Application for Multiple Amendments for its Liquor License. Please review and contact me should you need anything further. As per the Schedule of Public Hearings, this matter should be placed on the Town's hearing list for **March 16, 2021**. In support of the Application, please find the Application for Multiple Amendments which covers the following:

1. Application for Change of Hours
2. Application for Change of DBA
 - Certificate of Compliance from DOR
 - Certificate of Compliance from DUA
3. Application for Amendment - Approval of Management Agreement
 - Management Agreement
4. Application Change of Manager to Jennifer Ziskin
 - CORI
 - Passport
 - Tips Certification
 - Safe Serve Certification
 - Town of Brookline Application
 - Resume
 - 3 Letters of Recommendation
 - Brookline CORI

Town of Brookline
Page 2
February 11, 2021

5. Application for Alteration of Premises

- Lease
- Proposed plans

6. Vote of Corporation authorizing the foregoing

7. Check for \$10.50 made payable to the Brookline Tab

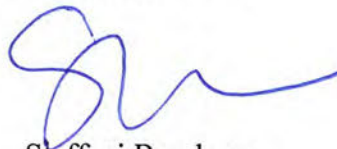
8. Abutters' Notification

9. Summary of Transaction

This shall also confirm that upon approval, the former Manager, John Mitchell, Jr., will become the Alternate Manager for the licensed premises.

As always, please do not hesitate to contact me if there is any additional information required or if you have questions concerning any of the enclosed. Thank you.

Very truly yours,



Steffani Boudreau

9.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR MULTIPLE AMENDMENTS

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

0535-RS-0148

ENTITY/ LICENSEE NAME

Brookline Food & Beverage, LLC

ADDRESS

700 Brookline Avenue

CITY/TOWN

Brookline

STATE

MA

ZIP CODE

02445

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input checked="" type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input checked="" type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input checked="" type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 71636a5f-c669-4fc0-88e6-e171d36f0c14

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Brookline Food & Beverage LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 2/11/2021 3:17:00 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Brookline Food & Beverage, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Steffani

Last Name:
Boudreau

Address:
300 Washington Street

City:
Brookline

State:
MA

Zip Code:
02445

Email Address:
sboudreau@boballenlaw.com

SUMMARY OF TRANSACTION

The Applicant, Brookline Food & Beverage, LLC, has applied to the Town of Brookline and the ABCC to amend its existing All Alcohol beverages license for the premises at 700 Brookline Avenue, Brookline, MA. The Applicant is the food and beverage operator for the new Hilton Garden Inn Hotel which is currently planning on opening at the end of March, 2021. This Application hereby seeks to Amend the Application as follows:

1. Approval of Management Agreement and Change of Manager.

The food and beverage operator has entered into a Management Agreement with J&J Restaurant Group, for the purposes of overseeing the food and alcohol service in the approved licensed premises. Jennifer Ziskin who is the president of J&J Restaurant Group is to be the Manager of Record.

2. Approval of Change of Hours – New Hours sought are Monday – Saturday from 8:00 AM to 2:00 AM and Sunday from 12:00 to 2:00 AM.
3. Approval of Change of D/B/A – The amendment seeks to change the d/b/a from the Emerald Bar to the Punch Bowl
4. Approval of Alteration of Premises – The amendment seeks to increase the licensed premises to include the hotel lobby, two (2) meeting rooms, outdoor space and to cover all of the hotel guest rooms.

9.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Brookline Food & Beverage, LLC	Brookline	05305-RS-0148

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The Licensee is seeking approval of a Change of Manager, a Management Agreement for the restaurant and in room dining service, and an alteration of premises to extend the license coverage to two outdoor areas, two meeting rooms and in room dining.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Steffani Boudreau	Attorney	sboudreau@boballenlaw.com	617 383 6000

2. AMENDMENT-Change of License Classification

<input type="checkbox"/> Change of License Category All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category Requested New License Category	<div style="height: 30px; border: 1px solid black;"></div> <div style="height: 30px; border: 1px solid black;"></div>
<input type="checkbox"/> Change of License Class Seasonal or Annual	Last-Approved License Class Requested New License Class	<div style="height: 30px; border: 1px solid black;"></div> <div style="height: 30px; border: 1px solid black;"></div>
<input type="checkbox"/> Change of License Type* i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type Requested New License Type	<div style="height: 30px; border: 1px solid black;"></div> <div style="height: 30px; border: 1px solid black;"></div>

3. AMENDMENT-Change of Business Entity Information

<input type="checkbox"/> Change of Corporate Name	Last-Approved Corporate Name: Requested New Corporate Name:	<div style="height: 30px; border: 1px solid black;"></div> <div style="height: 30px; border: 1px solid black;"></div>
<input checked="" type="checkbox"/> Change of DBA	Last-Approved DBA: Requested New DBA:	<div style="height: 30px; border: 1px solid black; text-align: center;">Emerald Bar</div> <div style="height: 30px; border: 1px solid black; text-align: center;">Punch Bowl</div>
<input type="checkbox"/> Change of Corporate Structure LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure Requested New Corporate Structure	<div style="height: 30px; border: 1px solid black;"></div> <div style="height: 30px; border: 1px solid black;"></div>

4. AMENDMENT-Pledge Information

<input type="checkbox"/> Pledge of License <input type="checkbox"/> Pledge of Inventory <input type="checkbox"/> Pledge of Stock	To whom is the pledge being made: <div style="border: 1px solid black; height: 30px; width: 100%; margin-top: 5px;"></div>
---	--

9.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

AMENDMENT-Change of Manager☐ **Change of License Manager****1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Brookline Food & Beverage, LLC	Brookline	05305-RS-0148

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Steffani Boudreau	Attorney	sboudreau@boballenlaw.com	617-383-6000

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Jennifer Ziskin	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	[REDACTED]				
Email	jen@lamorra.com	Phone	[REDACTED]		
Please indicate how many hours per week you intend to be on the licensed premises		40+	Last-Approved License Manager		John Mitchell

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be U.S. citizenIf yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
Have you ever been convicted of a state, federal, or military crime?☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
12/11/02	Present	Owner	JJAZ Restaurant, Inc.	
6/10/15	Present	Owner	LJM Hospitality, Inc.	

3D. PRIOR DISCIPLINARY ACTIONHave you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature		Date	01/28/2021
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6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/Directors** ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☐ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☐ No

6. AMENDMENT-Change of Officers, Stock or Ownership Interest**6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Principal	Title/Position	Percentage of Ownership
<input type="text"/>	<input type="text"/>	<input type="text"/>

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. AMENDMENT-Change of Premises Information☒ **Alteration of Premises:** (must fill out attached financial information form)**7A. ALTERATION OF PREMISES**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

The Licensee seeks to expand the coverage of the license from the restaurant area to the seating area adjacent to the restaurant, the third floor terrace, meeting rooms on the first and third floors, and to in-room dining service.

PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The licensed premises will consist of a lobby level restaurant, hotel lobby, meeting rooms on 1st and 3rd floors, 3rd floor terrace, River Road sidewalk and 174 guestrooms.

Total Sq. Footage Seating Capacity Occupancy Number Number of Entrances Number of Exits Number of Floors ☐ **Change of Location:** (must fill out attached financial information form)**7B. CHANGE OF LOCATION**Last-Approved Street Address Proposed Street Address **DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage Seating Capacity Occupancy Number Number of Entrances Number of Exits Number of Floors **OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name Landlord Phone Landlord Email Landlord Address Lease Beginning Date Rent per Month Lease Ending Date Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

8. AMENDMENT-Management Agreement☒ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?
 If yes, please fill out section 8.

☒ Yes ☐ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

The license holder is the operator of the hotel food and beverage service. The License Holder has entered into a Management Agreement, subject to the ABCC approval, with J&J Restaurant Group, Inc. which will be running the restaurant and room service for the hotel. A copy of the Management Agreement is filed herewith.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

8A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
J&J Restaurant Group, Inc.	700 Brookline Avenue, Brookline	617-416-5184

Name of Principal	Residential Address	SSN	DOB
Jennifer Ziskin	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
President	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No
8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

8. AMENDMENT-Management Agreement**8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 8A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Jennifer Ziskin	All Alcohol	Millie & Bea	Sherborne

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☒ No ☐

b. Will the licensee retain control of the business finances? Yes ☒ No ☐

c. Does the management entity handle the payroll for the business? Yes ☒ No ☐

d. Management Term Begin Date Upon Approval

e. Management Term End Date 5 years or upon lease termination

f. How will the management company be compensated by the licensee? (check all that apply)

☒ \$ per month/year (indicate amount)

\$800/year

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☒ other (please explain)

net sales minus \$75,000 multiplied by 50% shall be paid by Managing Entity to Licensee as rent under the

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Manager, Brookline Food & Beverage, LLC

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

President, J&J Restaurant, Inc.

Date:

2-11-21

8. AMENDMENT-Management Agreement**8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 8A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Jennifer Ziskin	All Alcohol	Millie & Bea	Sherborne

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☒ No ☐

b. Will the licensee retain control of the business finances?

Yes ☒ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☒ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☒ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☒ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

9.A. N/A

9. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

--

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

--

APPLICANT'S STATEMENT

I, Elias Patoucheas the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
 Authorized Signatory

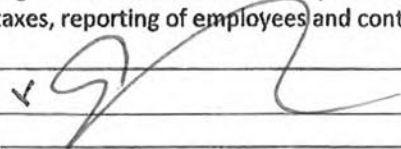
of Brookline Food & Beverage LLC
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

2-11-21

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of

Brookline Food & Beverage LLC

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Jan 25, 2021

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager☐ Other

"VOTED: To authorize

Elias Patoucheas

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Jennifer Ziskin

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer / LLC Manager Signature

Elias Patoucheas

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

CORPORATE VOTE

The Board of Directors or LLC Managers of

Brookline Food & Beverage, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

February 3, 2021

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Mal) | <input checked="" type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input checked="" type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input checked="" type="checkbox"/> Change of DBA |

"VOTED: To authorize

Elias Patoucheas

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Jennifer Ziskin

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature_____
(Print Name)**For Corporations ONLY**

A true copy attest,

Corporation Clerk's SignatureELIAS Patoucheas
(Print Name)

9.A.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: Brookline Food & Beverage	CITY/TOWN: Brookline
--	--	----------------------

APPLICANT INFORMATION

LAST NAME: Ziskin	FIRST NAME: Jennifer	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): Geisinger	PLACE OF BIRTH: Boston	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Segal	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: FEMALE	HEIGHT: 5 3	WEIGHT: 132 EYE COLOR: Blue
CURRENT ADDRESS:		
CITY/TOWN: Needham	STATE: MA	ZIP: 02492
FORMER ADDRESS:		
CITY/TOWN: Needham	STATE: MA	ZIP: 02492

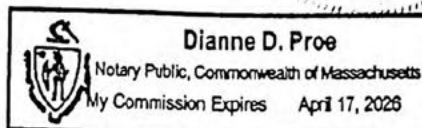
PRINT AND SIGN

PRINTED NAME: Jennifer Ziskin	APPLICANT/EMPLOYEE SIGNATURE: <i>Jennifer Ziskin</i>
-------------------------------	--

NOTARY INFORMATION

On this January 28, 2021 before me, the undersigned notary public, personally appeared Jennifer Ziskin
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's Lic
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

Dianne D. Proe
NOTARY



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4634.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



318792018

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

J&J RESTAURANT GROUP INC.
700 BROOKLINE AVE
BROOKLINE, MA 02446

EAN: 22187188
February 11, 2021

Certificate Id:45415

The Department of Unemployment Assistance certifies that as of 2/11/2021 ,J&J RESTAURANT GROUP INC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



316316257

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

CLAREMONT COMPANIES LLC
2 Lakeshore Ctr
Bridgewater, MA 02324-1060

EAN: 22130419
February 04, 2021

Certificate Id:45232

The Department of Unemployment Assistance certifies that as of 2/4/2021, CLAREMONT COMPANIES LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0507743552
Notice Date: February 12, 2021
Case ID: 0-001-085-979



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



J&J RESTAURANT GROUP INC
700 BROOKLINE AVENUE
BROOKLINE MA 02446

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, J&J RESTAURANT GROUP INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Claremont Companies
Hilton Garden Inn®
700 Brookline Avenue

BULLETIN #21

NUMBER	REVISION	DATE
1	REVISION #1	04/24/08
2	REVISION #2	05/25/10
3	REVISION #3	08/26/10
4	REVISION #4	09/15/10
5	REVISION #5	09/15/10
6	REVISION #6	09/15/10
7	REVISION #7	09/15/10
8	REVISION #8	09/15/10
9	REVISION #9	09/15/10
10	REVISION #10	09/15/10
11	REVISION #11	09/15/10
12	REVISION #12	09/15/10
13	REVISION #13	09/15/10
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Cambridge Seven Associates, Inc.



Architect and Planner

100 Brookline Avenue

Cambridge, MA 02140

Author

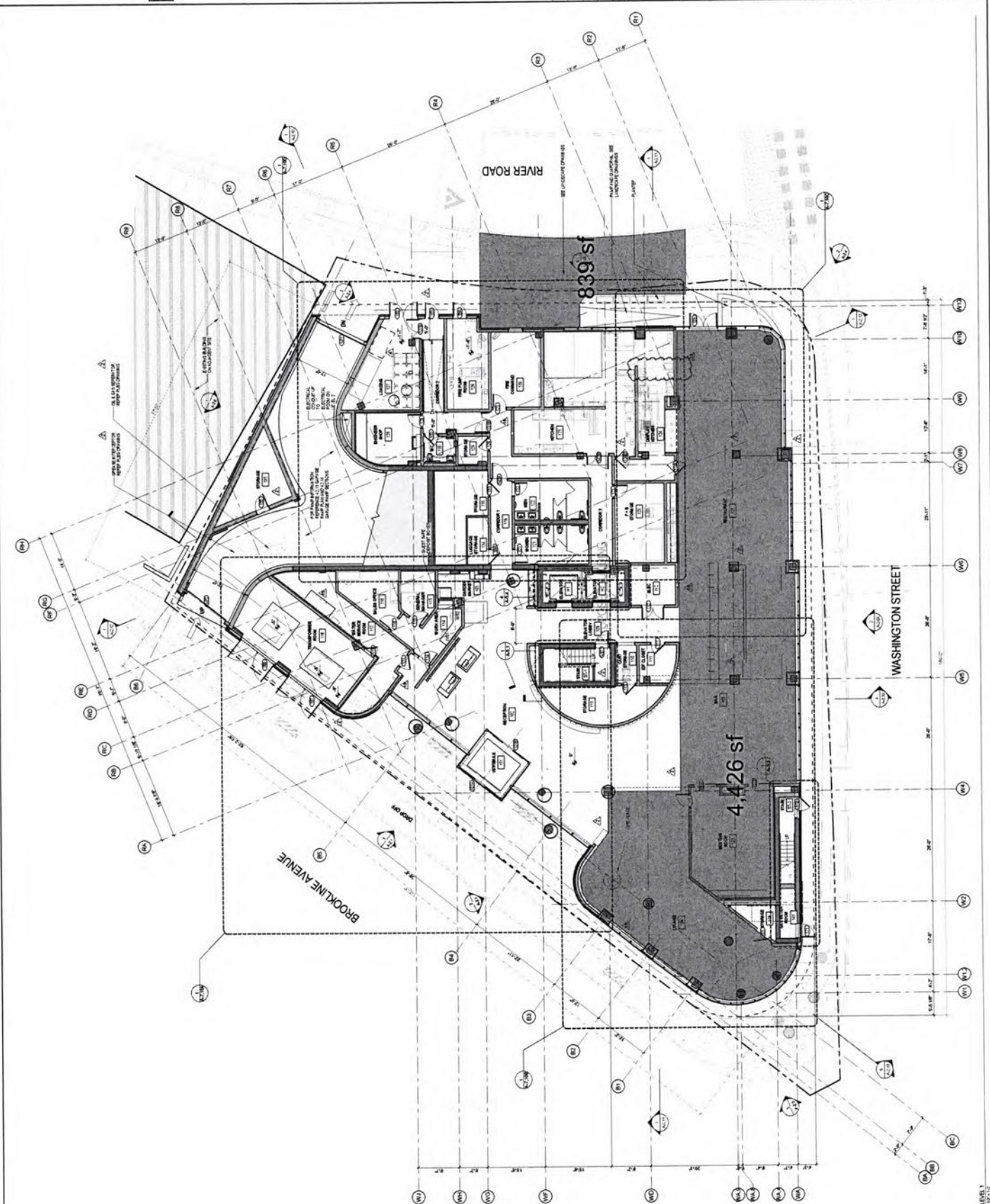
September 20, 2010

Scale

1/8" = 1'-0"

LEVEL 1 PLAN

A-1.1





Claremont Companies
Hilton Garden Inn
700 Brookline Avenue

BULLETIN #18

NO.	BULLETIN #	DATE
18	BULLETIN #18	09/20/18
17	BULLETIN #17	08/20/18
16	BULLETIN #16	07/20/18
15	BULLETIN #15	06/20/18
14	BULLETIN #14	05/20/18
13	BULLETIN #13	04/20/18
12	BULLETIN #12	03/20/18
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9	BULLETIN #9	12/20/17
8	BULLETIN #8	11/20/17
7	BULLETIN #7	10/20/17
6	BULLETIN #6	09/20/17
5	BULLETIN #5	08/20/17
4	BULLETIN #4	07/20/17
3	BULLETIN #3	06/20/17
2	BULLETIN #2	05/20/17
1	BULLETIN #1	04/20/17

Cambridge Seven Associates, Inc.



Architect and Owner

1000 Massachusetts Avenue

Cambridge, MA 02139

TEL: 617.552.1000 FAX: 617.552.1001

WWW.C7A.COM

700 Brookline Avenue

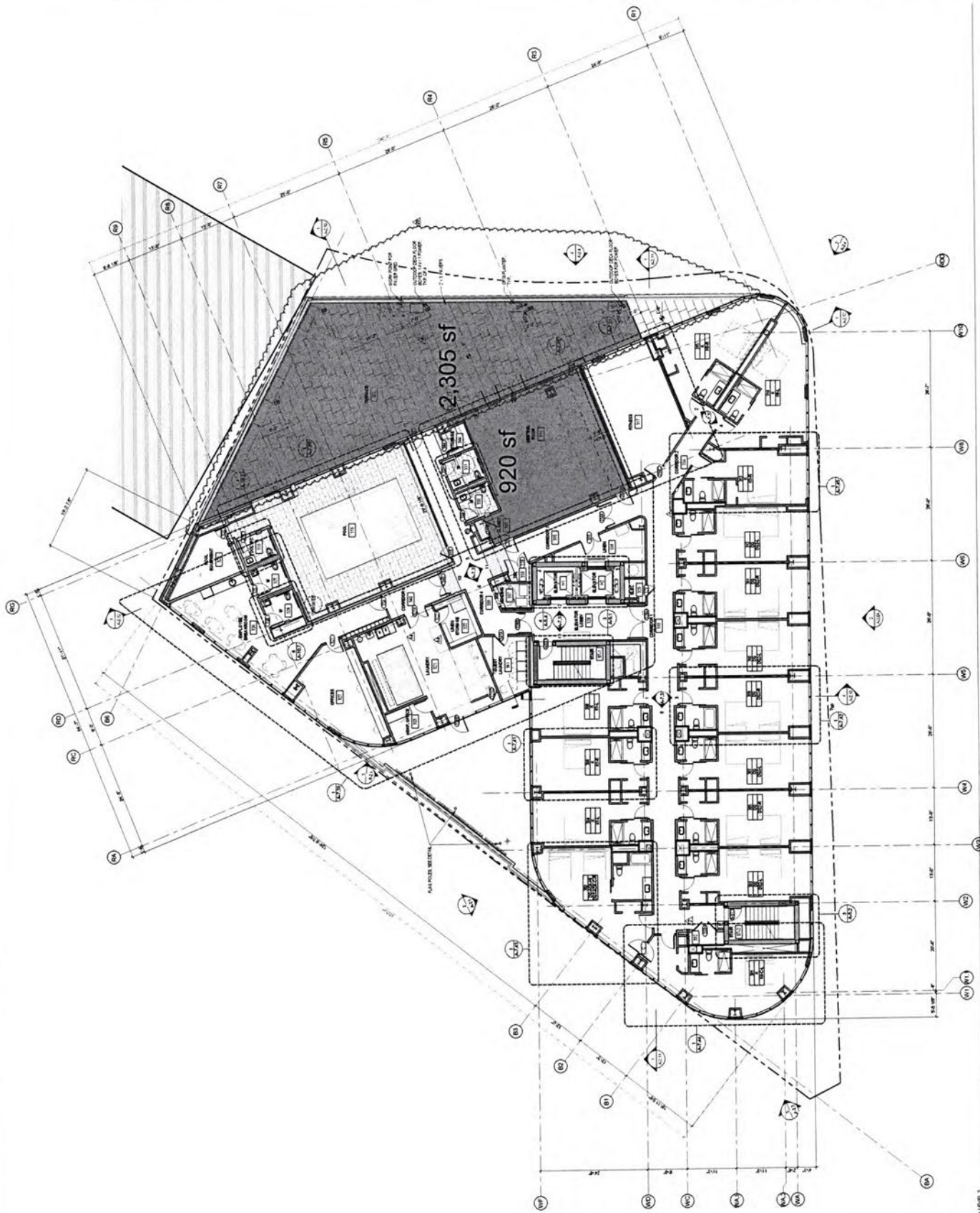
3rd Floor

SEPTEMBER 20, 2018

1/8" = 1'-0"

LEVEL 3 PLAN

A-1.3



700 BROOKLINE AVENUE LEASE**REFERENCE DATA PAGES**

In this Lease the following terms shall have the meanings set forth below:

EXECUTION DATE: December __, 2020

LANDLORD: Claremont Brookline Avenue LLC

LANDLORD'S INITIAL
ADDRESS FOR PAYMENT: Hilton Garden Inn
700 Brookline Avenue
Brookline, MA 02446

TENANT: Ben + Josh Ziskin

TENANT'S PRESENT
ADDRESS: 153 Meadowbrook Rd
Needham, MA 02492

PROPERTY: The land with the building now and hereafter situated thereon owned by Landlord having an address of 700 Brookline Avenue, Brookline, MA.

BUILDING: The __Ten__ (_10_) story hotel (the "Hotel") located on the Property and currently known as the Hilton Garden Inn.

PREMISES: Those portions of the Building consisting of (i) a portion of the first floor of the Building consisting of a restaurant, bar, kitchen, and certain storage facilities, containing _3,988_ rentable square feet (the "First Floor Premises"), all as depicted and shown on the plans annexed as Exhibit A.

PREMISES RENTABLE
AREA: A mutually agreed upon _3,988_ rentable square feet.

PERMITTED USE: Full service restaurant and bar serving alcoholic beverages. Subject to Section 7.B. below, Tenant shall be responsible to obtain and pay for all licenses and permits necessary to enable Tenant to open and operate its business (collectively, the "Permits"), including, but not limited to, the necessary approvals to use the alcohol beverage license referenced below (the "Liquor License"). The Tenant shall operate the Grab and Go Concession in the Hotel lobby, provide room service food and beverage and provide food and beverage for catering and banquet events.

TERM COMMENCEMENT DATE: The later of the date (i) the Town of Brookline issues a certificate of occupancy for Tenant's occupancy of the Premises; or (ii) Hilton Inns Inc. issues written authorization for Tenant to commence operations at the Premises; however, no earlier than April 1, 2021.

g2

EXPIRATION DATE:

5:00 p.m. on that date which is five (5) years after the Rent Commencement Date (the "Initial Term"); if the Initial Term is extended as hereafter set forth, the Expiration Date shall be at 5:00 p.m. on the last day of the Extended Term. Notwithstanding the foregoing, Tenant and Landlord shall have the right to Terminate the Lease by providing (90) days written notice.

YEARLY FIXED RENT
AND MONTHLY PAYMENT:

For the period beginning on the Term Commencement Date and continuing through the end of the Term, including the Extended Term, Yearly Fixed Rent shall be calculated as follows:

Net Sales minus \$75,000 multiplied by fifty percent (50%).

Net Sales shall be calculated over each twelve (12) month period following the Term Commencement Date but prorated on a quarterly basis) and due and payable as set forth in Section 3 below. Net Sales shall be defined as Gross Sales minus Operating Expenses.

Gross Sales shall be defined as all revenues generated from operating the restaurant, the grab and go marketroom service and banquet room catering.

Operating Expenses shall be defined as, all normal and customary operating expenses paid to third parties. Josh Ziskin and Jen Ziskin shall be allowed to include in Operating Expenses a management fee of \$75,000. The aforesaid management fee is the only allowable Operating Expense to be paid to any officer, director, shareholder, member, Manager, or director of Tenant or to any of their respective affiliates. It is understood that the term "Manager" does not refer to manager(s) hired to assist in running day to day operations of the restaurant. Below is an example of the calculation of Yearly Fixed Rent

Gross Sales for Twelve Months: \$500,000

Operating Expenses for Twelve Months: \$200,000

Management Fee for Twelve Months: \$75,000

Net Sales for Twelve Months: \$225,000

Minus \$75,000

Yearly Rent Due Landlord: \$75,000

SECURITY DEPOSIT:

None.

EXTENSION TERM:

Provided Landlord has received written notice of Tenant's intent to extend no later than twelve (12) months prior to the Expiration Date, Tenant may extend the Lease on the same terms and conditions, including Yearly Fixed Rent, for two (2) five (5) year periods commencing immediately after the original Expiration Date for the first extension and the first extension period for the second extension. Tenant's right to extend shall be subject to the provisions set forth in Section 23 of this Lease.

BROKER:

None.

EXHIBITS:

Exhibit A:

The Premises

This Lease including, any attached Exhibit(s), is signed as of the Execution Date as an instrument under seal.

LANDLORD:

Claremont Brookline Avenue LLC

By: _____
Name: _____
Title: _____

TENANT:

By: John Smith - President
John Smith

LEASE TEXT1. The Premises.

Landlord hereby leases to Tenant the Premises shown on Exhibit A attached hereto. The Premises Rentable Area is as set forth on the Reference Data Pages. Landlord excepts and reserves from the Premises for the benefit of Landlord and its other tenants the risers, conduits and other common elements serving other parts of the Building or the Property, as well as the right to access, maintain, use, alter, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures located in or at the Premises and serving the Premises or other parts of the Building or the Property. Hotel guests shall have the right to use the Premises at all times. Landlord reserves the right to renovate and redecorate the Building exterior, lobby and common areas and to build upon the Property additional common areas and expand the Building. Tenant shall have, as appurtenant to the Premises, reasonable ingress and egress to and from the Premises over, upon and across the parking areas, driveways, exits and entrances of the Hotel and appropriate areas of the Hotel which Tenant requires for (i) installation, maintenance and operation of sewer, water, gas, power and other utility lines and for heating, ventilation and air-conditioning equipment and Tenant's signs to the extent not otherwise provided by Landlord, (ii) adequate trash, cardboard (box) and grease receptacles and delivery areas within the Building's loading and trash receptacle areas, and (iii) loading and unloading its supplies.

2. Term.

Unless sooner terminated as provided herein, the term of this Lease shall commence on the Term Commencement Date and terminate on the Expiration Date or, if applicable at the end of the Extension Term (the "Term").

3. Yearly Fixed Rent.

Tenant shall pay the Yearly Fixed Rent as set forth in the Reference Data Pages by Quarterly Payments, without abatement, setoff or demand, except as otherwise expressly provided in this Lease, on the first day of each January, April, July and October during the Term. All rent and other payments shall be made to Landlord at Landlord's Initial Address for Payment or at such other location and to such person that Landlord shall designate from time to time in writing.

4. Intentionally Deleted.5. Intentionally Deleted.6. Utilities.

Beginning at the Term Commencement Date, Tenant shall pay, as they become due directly to the utility, all bills for electricity, fuel, water and sewer and all other utilities (whether used for heat, air conditioning, electric or water) that are furnished to the Premises and are separately or check metered. To the extent any such utilities may not be separately, Tenant shall pay to Landlord the reasonable cost thereof as reasonably estimated by Landlord within ten (10) days following invoice therefor. This expense shall be an Operating Expenses as described on the Reference Data Pages.

EXTENSION TERM:

Provided Landlord has received written notice of Tenant's intent to extend no later than twelve (12) months prior to the Expiration Date, Tenant may extend the Lease on the same terms and conditions, including Yearly Fixed Rent, for two (2) five (5) year periods commencing immediately after the original Expiration Date for the first extension and the first extension period for the second extension. Tenant's right to extend shall be subject to the provisions set forth in Section 23 of this Lease.

BROKER:

None.

EXHIBITS:

Exhibit A:

The Premises

This Lease including, any attached Exhibit(s), is signed as of the Execution Date as an instrument under seal.

LANDLORD:

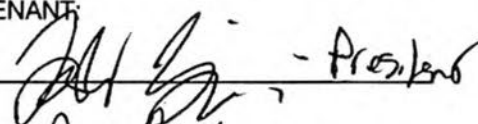
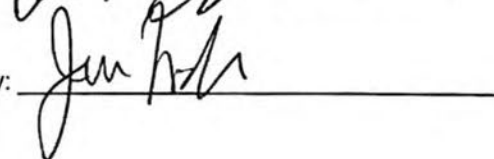
Claremont Brookline Avenue LLC

By: _____

Name: _____

Title: _____

TENANT:

700 BROOKLINE AVENUE LEASE**REFERENCE DATA PAGES**

In this Lease the following terms shall have the meanings set forth below:

EXECUTION DATE: December __, 2020

LANDLORD: Claremont Brookline Avenue LLC

LANDLORD'S INITIAL ADDRESS FOR PAYMENT: Hilton Garden Inn
700 Brookline Avenue
Brookline, MA 02446

TENANT: Ten + Josh Ziskin

TENANT'S PRESENT ADDRESS: 153 meadowbrook Rd
Needham, MA 02492

PROPERTY: The land with the building now and hereafter situated thereon owned by Landlord having an address of 700 Brookline Avenue, Brookline, MA.

BUILDING: The __Ten__ (10) story hotel (the "Hotel") located on the Property and currently known as the Hilton Garden Inn.

PREMISES: Those portions of the Building consisting of (i) a portion of the first floor of the Building consisting of a restaurant, bar, kitchen, and certain storage facilities, containing 3,988 rentable square feet (the "First Floor Premises"), all as depicted and shown on the plans annexed as Exhibit A.

PREMISES RENTABLE AREA: A mutually agreed upon 3,988 rentable square feet.

PERMITTED USE: Full service restaurant and bar serving alcoholic beverages. Subject to Section 7.B. below, Tenant shall be responsible to obtain and pay for all licenses and permits necessary to enable Tenant to open and operate its business (collectively, the "Permits"), including, but not limited to, the necessary approvals to use the alcohol beverage license referenced below (the "Liquor License"). The Tenant shall operate the Grab and Go Concession in the Hotel lobby, provide room service food and beverage and provide food and beverage for catering and banquet events.

TERM COMMENCEMENT DATE: The later of the date (i) the Town of Brookline issues a certificate of occupancy for Tenant's occupancy of the Premises; or (ii) Hilton Inns Inc. issues written authorization for Tenant to commence operations at the Premises; however, no earlier than April 1, 2021.

82

EXPIRATION DATE:

5:00 p.m. on that date which is five (5) years after the Rent Commencement Date (the "Initial Term"); if the Initial Term is extended as hereafter set forth, the Expiration Date shall be at 5:00 p.m. on the last day of the Extended Term. Notwithstanding the foregoing, Tenant and Landlord shall have the right to Terminate the Lease by providing (90) days written notice.

YEARLY FIXED RENT
AND MONTHLY PAYMENT:

For the period beginning on the Term Commencement Date and continuing through the end of the Term, including the Extended Term, Yearly Fixed Rent shall be calculated as follows:

Net Sales minus \$75,000 multiplied by fifty percent (50%).

Net Sales shall be calculated over each twelve (12) month period following the Term Commencement Date but prorated on a quarterly basis) and due and payable as set forth in Section 3 below. Net Sales shall be defined as Gross Sales minus Operating Expenses.

Gross Sales shall be defined as all revenues generated from operating the restaurant, the grab and go marketroom service and banquet room catering.

Operating Expenses shall be defined as, all normal and customary operating expenses paid to third parties. Josh Ziskin and Jen Ziskin shall be allowed to include in Operating Expenses a management fee of \$75,000. The aforesaid management fee is the only allowable Operating Expense to be paid to any officer, director, shareholder, member, Manager, or director of Tenant or to any of their respective affiliates. It is understood that the term "Manager" does not refer to manager(s) hired to assist in running day to day operations of the restaurant. Below is an example of the calculation of Yearly Fixed Rent

Gross Sales for Twelve Months: \$500,000

Operating Expenses for Twelve Months: \$200,000

Management Fee for Twelve Months: \$75,000

Net Sales for Twelve Months: \$225,000

Minus \$75,000

Yearly Rent Due Landlord: \$75,000

SECURITY DEPOSIT:

None.

EXTENSION TERM:

Provided Landlord has received written notice of Tenant's intent to extend no later than twelve (12) months prior to the Expiration Date, Tenant may extend the Lease on the same terms and conditions, including Yearly Fixed Rent, for two (2) five (5) year periods commencing immediately after the original Expiration Date for the first extension and the first extension period for the second extension. Tenant's right to extend shall be subject to the provisions set forth in Section 23 of this Lease.

BROKER:

None.

EXHIBITS:

Exhibit A:

The Premises

This Lease including, any attached Exhibit(s), is signed as of the Execution Date as an instrument under seal.

LANDLORD:

Claremont Brookline Avenue LLC

TENANT:

[Signature] - President
By: *[Signature]*

By: _____
Name: _____
Title: _____

LEASE TEXT1. The Premises.

Landlord hereby leases to Tenant the Premises shown on Exhibit A attached hereto. The Premises Rentable Area is as set forth on the Reference Data Pages. Landlord excepts and reserves from the Premises for the benefit of Landlord and its other tenants the risers, conduits and other common elements serving other parts of the Building or the Property, as well as the right to access, maintain, use, alter, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures located in or at the Premises and serving the Premises or other parts of the Building or the Property. Hotel guests shall have the right to use the Premises at all times. Landlord reserves the right to renovate and redecorate the Building exterior, lobby and common areas and to build upon the Property additional common areas and expand the Building. Tenant shall have, as appurtenant to the Premises, reasonable ingress and egress to and from the Premises over, upon and across the parking areas, driveways, exits and entrances of the Hotel and appropriate areas of the Hotel which Tenant requires for (i) installation, maintenance and operation of sewer, water, gas, power and other utility lines and for heating, ventilation and air-conditioning equipment and Tenant's signs to the extent not otherwise provided by Landlord, (ii) adequate trash, cardboard (box) and grease receptacles and delivery areas within the Building's loading and trash receptacle areas, and (iii) loading and unloading its supplies.

2. Term.

Unless sooner terminated as provided herein, the term of this Lease shall commence on the Term Commencement Date and terminate on the Expiration Date or, if applicable at the end of the Extension Term (the "Term").

3. Yearly Fixed Rent.

Tenant shall pay the Yearly Fixed Rent as set forth in the Reference Data Pages by Quarterly Payments, without abatement, setoff or demand, except as otherwise expressly provided in this Lease, on the first day of each January, April, July and October during the Term. All rent and other payments shall be made to Landlord at Landlord's Initial Address for Payment or at such other location and to such person that Landlord shall designate from time to time in writing.

4. Intentionally Deleted.5. Intentionally Deleted.6. Utilities.

Beginning at the Term Commencement Date, Tenant shall pay, as they become due directly to the utility, all bills for electricity, fuel, water and sewer and all other utilities (whether used for heat, air conditioning, electric or water) that are furnished to the Premises and are separately or check metered. To the extent any such utilities may not be separately, Tenant shall pay to Landlord the reasonable cost thereof as reasonably estimated by Landlord within ten (10) days following invoice therefor. This expense shall be an Operating Expenses as described on the Reference Data Pages.

7. Use of Leased Premises.

- A. Use Generally. Tenant shall use the Premises only for the Permitted Use and for no other purpose or use.
- B. Exclusive Use. Tenant has the exclusive right to operate a full service restaurant and bar at the Premises. Additionally, (i) the Tenant shall operate the "Grab and Go" concession (the "Concession") located in the Hotel lobby; and (ii) the Tenant shall be the exclusive food and beverage vendor for room service and provide catering services for the Hotel's banquet facilities. Notwithstanding, Landlord shall manage all bookings of the Hotel's banquet facilities including the outdoor terrace.
- C. Liquor License

Tenant shall be permitted to sell alcoholic beverages in the Premises. Tenant, at its expense, shall comply with all applicable legal requirements relating to alcoholic beverages, including without limitation the procurement and maintenance of all required licenses and permits. Tenant acknowledges that Landlord makes no representations as to whether the sale of alcoholic beverages shall be permitted by applicable legal requirements. Landlord shall cooperate with Tenant to execute and deliver to Tenant any documents reasonably requested by Tenant in connection with Tenant's application to make use of Landlord's Liquor License.

Notwithstanding the foregoing, it is understood that the Premises shall operate under a license for the sale of alcoholic beverages to be consumed on the Premises, including in the Hotel's banquet facilities, as permitted by applicable regulatory authorities, which license has previously been issued to Landlord and which shall, subject to approval of Tenant by the applicable governmental authorities, be amended to permit Tenant to use such license pursuant to separate documentation by and between Landlord and Tenant.

Tenant agrees that the Liquor License shall, at all times remain the sole and exclusive property of Landlord and that all of Tenant's right, title, interest, power and authority in, to, under or by virtue of the Liquor License shall upon the expiration or earlier termination of this Lease, at Landlord's election, pass and be transferred and assigned to Landlord or its nominee; and, that Tenant shall, subject only to receiving the required approvals by the appropriate governmental authorities and officials of the Town of Brookline and Commonwealth of Massachusetts, surrender to the Landlord any and all rights of Tenant, if any, in and to the Liquor License upon the expiration or earlier termination of this Lease, and in the event that Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead so to do. Tenant agrees that it shall not sell, transfer, pledge, hypothecate or otherwise transfer or encumber any of its rights in the Liquor License to or in favor of any party (other than Landlord).

8. Compliance with Laws.

Tenant agrees that no trade or occupation shall be conducted at the Premises or use made thereof which may be unlawful, improper, noisy or offensive to other tenants and their patrons, or contrary to municipal by-law, ordinance, or other land use or zoning law, environmental law or regulation, or occupational health or safety law or regulation. Tenant shall comply with all state, federal and municipal laws, including, without limitation, all building, zoning, health, fire and safety ordinances,

by-laws, codes, rules and regulations applicable to the Premises and the operation of Tenant's business at the Premises (collectively "Applicable Laws").

Tenant shall obtain all licenses and permits required to operate a full service restaurant at the Premises, including a Common Victualer's License from the Town of Brookline. Landlord grants permission to Tenant to make application for the Licenses in the name of Landlord, if necessary.

9. Insurance.

Tenant shall not permit any use of the Premises other than the Permitted Use which will make voidable any insurance on the Building, the Property or on the contents of the Building, or which shall be contrary to any law or regulation from time to time established by the applicable Insurance Rating Association, or any similar body succeeding to its powers.

10. Maintenance.

Except for repairs caused by Tenant's negligence, Landlord agrees to maintain the Hotel, including but not limited to, the Building's structure, roof, lobby, core stairwells and the Building's elevator system and the Building's mechanical, electrical and plumbing systems in accordance with the requirements of the Hotel's franchisee agreement from time to time, reasonable wear and tear, damage by fire and other casualty excepted, provided, however, Tenant will reimburse Landlord for fifty percent (50%) of the cost of replacing the furniture, fixtures and equipment in the Hotel's dining room as and when required by Landlord or any Franchisor of the Hotel. Tenant shall be responsible for and agrees to maintain and replace as and when necessary all kitchen equipment. Tenant shall enter into maintenance contracts with vendors approved by Landlord for the grease traps serving the Premises, removal of Tenant's trash and waste and pest control.

10a. Parking

Subject to availability, the Hotel shall provide the Tenant one valet parking spot free of charge to be utilized by Josh Ziskin and Jen Ziskin

11. Alterations-Additions.

Tenant shall not make any structural alterations or additions to the Premises, but may make non-structural alterations which do not adversely affect the Building's systems provided plans therefor shall be submitted to Landlord and Landlord consents thereto in writing. All permitted alterations shall be at Tenant's expense, shall comply with Applicable Laws and be first class. Before starting any work, Tenant shall deliver to Landlord evidence of Tenant's insurance for such work reasonably acceptable to Landlord, and copies of all permits, licenses and other authorizations required under all Applicable Laws. Tenant shall not permit any mechanic's or similar liens to be placed upon the Premises for labor or materials furnished to Tenant or claiming to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and Tenant shall cause any such lien to be released of record within seven (7) business days without cost to Landlord.

12. Assignment-Subleasing.

Tenant shall not assign, sublet or otherwise license the whole or any part or use of the Premises nor otherwise permit the use or occupancy of all or any of the Premises by anyone other than Tenant without Landlord's prior written consent. Tenant acknowledges that Landlord has selected Tenant as the operator of the Premises based on Tenant's specific track record and reputation as a restaurateur and proprietor and Tenant's ownership and management. In the event of a proposed assignment, sublet or license, financial statements, supporting data and credit references of the proposed assignee, sublessee or licensee and its majority principals, and any other

information or materials reasonably requested by Landlord shall be delivered to Landlord. Transfers of more than 49% of the ownership (except to family members of Tenant's principals for estate planning purposes) or control of Tenant's business shall constitute an assignment. No request for transfer, assignment or sublease will be considered unless written assurances reasonably satisfactory to Landlord are received to assure Landlord that it will be reimbursed its reasonable third party costs incurred in connection with the processing of Tenant's assignment request, including reasonable legal fees, whether or not consent is ultimately forthcoming.

13. Subordination.

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust, ground lease and other instruments in the nature of a mortgage or ground lease now or at any time hereafter a lien or liens on the Property without requiring any writing by Tenant. Tenant shall, when requested, promptly (within seven (7) business days) execute and deliver such written instruments as may be requested by Landlord to confirm the subordination of this Lease to mortgages, deeds of trust, ground lease or other instruments in the nature thereof. Should Tenant fail to execute, acknowledge and deliver such instruments within seven (7) business days after such written request, Tenant hereby appoints Landlord and its successors and assigns, as Tenant's irrevocable attorney-in-fact, to execute, acknowledge and deliver any such instrument for and on behalf of Tenant.

Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person, succeeding to the interest of Landlord in respect of the Property upon any foreclosure of any mortgage or deed of trust upon such Property or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage or deed of trust on the condition that such successor in interest does not disturb any of the rights of Tenant under this Lease.

14. Landlord's Access.

Landlord and agents of Landlord may, upon reasonable notice (except in an emergency when no notice shall be required), enter to view the Premises and may remove placards and signs intended to be principally visible from outside the Premises not approved by Landlord, and make repairs and alterations as Landlord should elect to do, and show the Premises to others, except that Landlord will not show the Premises to prospective tenants except during the last twelve (12) months of the Term. Tenant shall give Landlord keys to the Premises. Tenant shall not add to, or change any Premises locks without obtaining Landlord's prior written consent and giving Landlord keys thereto. Landlord's access to the Premises for routine maintenance shall be such that Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business, and notice shall promptly be given to Tenant after Landlord's entry in an emergency.

15. Indemnification and Liability.

Tenant shall indemnify, defend and save Landlord, its mortgagees, its direct and indirect owners, any managers, agents, attorneys, employees, property managers and independent contractors (the "Indemnified Parties") harmless from all loss, cost and damage, including reasonable attorneys' fees, incurred by Landlord on account of personal injury and/or property damage occurring at the Premises, and all loss, cost and damage, including reasonable attorneys' fees, caused by Tenant or those claiming by, through, or under Tenant, or on account of any default by Tenant hereunder, or from any nuisance made or suffered on the Premises, unless such loss is caused by the gross negligence of Landlord or the Indemnified Party or a breach of the Landlord's obligation hereunder.

Landlord and Tenant release each other from any claims and demands of whatever nature for damage, loss or injury to any person, the Premises and/or the Property, or to the other's property in, on or about the Premises and the Property, that are caused by or result from risks or perils insured against under any property insurance policies required by this Lease to the extent such damage is in fact covered by such policies. The parties hereto shall each procure an appropriate clause in, or endorsement on, any property insurance policy covering the Building and Premises

and personal property, fixtures and equipment located thereon and therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery in favor of either party, its respective agents or employees. Having obtained such clauses and/or endorsements, each party hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such property insurance.

16. Tenant's Liability Insurance.

Tenant shall maintain with respect to the Premises and the Property comprehensive public liability insurance at least in the amount of \$2,000,000.00 per occurrence/in the aggregate with property damage insurance of \$1,000,000.00 in responsible companies qualified to do business in Massachusetts and in good standing insuring Landlord and Tenant against injury to persons or damage to property.

Tenant, at its own expense, shall obtain and keep in force during the term of this Lease a policy or policies providing umbrella liability coverage, with terms following the form of the commercial general liability insurance described above. Such insurance shall be on an occurrence basis, providing limits of not less than \$2,000,000.00 per occurrence, in excess of the primary \$2,000,000.00 required above, so that combined liability limits provided by the commercial general liability policy and this umbrella policy total not less than \$5,000,000.00 per occurrence.

Tenant, at its own expense, shall obtain and keep in force during the term of this Lease "All Risk" property insurance, with coverages acceptable to Landlord, in Landlord's reasonable discretion. Said insurance shall be written on a one hundred percent (100%) replacement cost, agreed amount basis, on Tenant's personal property, all tenant improvements installed at Premises by Landlord or Tenant, Tenant's trade fixtures and other property.

Tenant, at its own expense, shall obtain and keep in force during the term of this Lease, worker's compensation insurance as required by applicable law. Employer's liability coverage with per occurrence limits not less than \$500,000.00 shall be maintained by Tenant concurrently with the worker's compensation policy, and this coverage shall be scheduled on the umbrella liability policy required above.

17. Fire Casualty-Eminent Domain.

In the event a substantial portion of the Building is damaged by fire or other casualty which materially affects Tenant's ability to conduct its business from the Premises, or if the Premises is damaged by fire or casualty and Landlord reasonably determines that the Premises cannot be rebuilt within twelve (12) months of the fire or casualty to a condition substantially similar to the condition the Premises was in immediately prior to the fire or casualty, or if Landlord's mortgagee elects to apply insurance proceeds to repay any mortgage debt on the Building, or the Building is taken by eminent domain, Landlord may at any time thereafter elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be thereupon made, and Tenant may elect to terminate this Lease if (a) Landlord fails to give written notice within sixty (60) days of intention to restore Premises, or (b) Landlord fails to restore the Premises to a condition substantially suitable for their intended use within twelve (12) months after Landlord's determination to rebuild or restore the Premises after any fire or other casualty.

Landlord reserves, and Tenant grants to Landlord, all rights which Tenant may have for damages or injury to the Premises for any taking by eminent domain, except for damage to Tenant's fixtures, property, or equipment and compensation for Tenant's relocation costs.

18. Default.

- If: (a) Tenant defaults in the payment of any installment of Yearly Fixed Rent, Additional Rent or other sum payable under this Lease by Tenant and that default continues for three (3) days after written notice; or
- (b) Tenant fails to comply with any of the insurance requirements of this Lease and such failure continues for ten (10) business days following written notice from Landlord; or
- (c) Tenant defaults in the observance or performance of any other of Tenant's covenants, agreements, or obligations in this Lease and such default shall not be corrected within thirty (30) days after written notice, or such additional time as is reasonably required to effect cure, provided Tenant has then commenced and thereafter reasonably diligently pursues cure to completion; or
- (d) (i) Tenant being involved in financial difficulties as evidenced by an admission in writing by Tenant of Tenant's inability to pay its debts generally as they become due, or by making or offering to make a composition of its debts with its creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C. 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the institution of proceedings seeking the appointment of a trustee, sequesterer, receiver or similar officer to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where either such appointment shall not be vacated within thirty (30) days or such possession is not restored to Tenant within thirty (30) days or the institution of a foreclosure proceeding against Tenant's real or personal property; or
- (e) Tenant abandons the Premises or ceases operations for more than twenty-four (24) hours in any seven (7) day period or for more than forty-eight (48) hours in any thirty (30) day period; or
- (f) the dissolution or liquidation of Tenant or if any event shall occur or any contingency shall arise whereby this Lease, or the term and estate thereby created, would (by operation of law or otherwise) devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted under Article 12 hereof

then Landlord shall have the right, but not the obligation, to re-enter and take complete possession of the Premises and declare the Term ended and remove Tenant's effects, in all cases without prejudice to any other rights and remedies Landlord may assert to enforce its rights hereunder or which may be otherwise available at law or in equity. Tenant shall indemnify Landlord against all loss of rent and other loss, cost or damage which Landlord may incur by reason of such termination during the period that, but for such termination, would have been the remainder of the Term. If Tenant shall default in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under this Lease and such default continues beyond any applicable grace period set forth above, Landlord, without being under any obligation to do so and without thereby waiving the default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with this Lease, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding applicable to Tenant's use of the Premises or applicable to this Lease, such sums paid or incurred, with interest at the rate of twelve percent (provided that such interest shall not exceed the maximum amount permitted to be charged by applicable law) per annum, shall be paid to Landlord by Tenant as Additional Rent within ten (10) days following demand therefor. Tenant shall pay all Landlord's costs, including reasonable

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attorney's fees, in enforcing, defending and/or interpreting Landlord's rights hereunder within ten (10) days following demand therefor.

At any time and without notice, Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, Tenant shall pay all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys' fees and interest as provided above.

All rights and remedies of Landlord under this Article 18 and elsewhere in this Lease shall be distinct, separate and cumulative, and none shall exclude any other right or remedy of Landlord set forth in this Lease or allowed by law or in equity. Tenant's obligations under this Article 18 shall survive the expiration or earlier termination of the Term.

19. Notices.

Notices hereunder shall be deemed duly given from and after such time as (i) deposited with the U.S. Mails, for delivery via registered or certified mail, return receipt requested, postage prepaid, (ii) deposited for overnight delivery with a national courier with delivery tracking service such as FedEx, or (iii) by in-hand delivery to Tenant or Landlord at his/their/its Initial Address on the Reference Data Pages hereof, or at such replacement address as may from time to time be given in writing.

20. Surrender.

At the expiration or other termination of this Lease, Tenant shall (i) remove all Tenant's goods and effects excluding (unless Landlord otherwise directs in writing) those fixtures which are part of the heating, ventilation, air conditioning, electric or plumbing systems, but including, without limiting the generality of the foregoing, all signs and lettering affixed or painted by Tenant either inside or outside the Premises, and (ii) at Landlord's election, remove Landlord designated articles and fixtures added to the Premises by Tenant. At termination, Tenant shall deliver to Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and except as may be removed as aforesaid, all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty and reasonable wear and tear only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, the same shall be deemed to have been abandoned by Tenant and Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to (a) remove and store any of Tenant's property at Tenant's expense, or (b) retain Tenant's property under Landlord's control, or (c) without further accounting to Tenant, sell at public or private sale, without notice, any or all of Tenant's property not so removed and to retain the net proceeds of such sale, or (d) destroy such property.

21. Brokerage.

Tenant represents that Tenant was not shown the Premises nor has Tenant entered this Lease on account of the efforts of any party listed may claim a commission or payment therefor.

22. Landlord Improvements-Condition of Premises; Tenant's Contribution to Premises Improvements.

Tenant acknowledges that it is leasing the Premises in its "AS IS" condition, without representation of warranty. Notwithstanding the foregoing, Landlord shall upgrade the equipment listed on Schedule 1 and Tenant shall reimburse Landlord for one-half (1/2) of the total cost of same to be paid to Landlord by Tenant one year of the Term Commencement Date. Landlord and Tenant agree that the amount to be reimbursed by Tenant is \$28,240.18. Notwithstanding, the Landlord should be solely financially responsible for any noise and/or odor attenuation obligations the Landlord deems necessary.

23. Extension.

If an Extension Term is included on the Reference Data Pages of this Lease, Tenant shall have the right to extend the Term to include the Extension Term by giving written notice to Landlord of its intent to extend as set forth on the Reference Data Pages hereof on the same terms and conditions including Yearly Fixed Rent. During the Extension Term, all other terms of this Lease shall remain in full force and effect. Tenant's right to extend the Term of this Lease is expressly conditioned upon Tenant having maintained its payment and performance obligations under this Lease current, and without default not cured within any applicable grace period through the Extension Term commencement date.

24. Landlord Liability and Default.

Recourse against Landlord under or on account of this Lease shall be limited to the Building, and, subject to the rights of any lender holding a mortgage or deed of trust encumbering all or part of the Building; in no event may Tenant or any other party seek or obtain recourse to or from the assets of any manager, member, beneficiary or partner of Landlord or any employee, officer, director or shareholder of Landlord, its manager, managing agent or their respective successors and assigns.

Tenant acknowledges that Landlord shall have the right to transfer all or any portion of its interest in the Premises and to assign this Lease to the transferee. Tenant agrees that in the event of such a transfer Landlord shall automatically be released from all liability under this Lease from and after the date of transfer provided the assignee assumes the obligations of Landlord from and after such date; and Tenant hereby agrees to look solely to Landlord's transferee for the performance of Landlord's obligations hereunder after the date of the transfer.

Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust encumbering the Building whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its cure, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

25. Signage.

Tenant shall be permitted to place one or more signs located and sized as designated by Landlord and subject to Landlord's approval as to aesthetics and consistency with the design of the Hotel. Signs shall comply with all applicable codes and Town of Brookline and to pay for and maintain its signage in good and first class condition and repair. All signs shall be submitted to Landlord for its prior written approval before being affixed to Landlord approved locations, such approval by Landlord not to be unreasonably withheld.

26. Quiet Enjoyment.

Subject to the terms and conditions of this Lease and Tenant timely performing and fulfilling its agreements and obligations under this Lease, including but not limited to the timely payment of Yearly Fixed Rent and Additional Rent, Tenant shall be entitled to lawfully, peaceably and quietly have, hold, occupy and enjoy use of the Premises subject to the terms of this Lease, without hindrance or ejection by Landlord or Landlord's agent. The foregoing shall not be construed to impose any liability to Landlord on account of action taken or failed to be taken by any third party or on account of any action or agreement not specifically required to be performed by Landlord pursuant to the other terms of this Lease.

27. Tenant Holdover.

If, with Landlord's approval, Tenant's occupancy of the Premises continues beyond the Expiration Date and the term of this Lease has not been then extended (the "Holdover Period"), unless and until Landlord gives Tenant written notice to the contrary, Tenant's occupancy during the holdover period shall be on the following terms: Tenant shall be a month-to-month, tenant-at-will and otherwise on the same terms and conditions and including the same Tenant payment and performance obligations as applicable prior to the Expiration Date; these Tenant payment obligations shall include, without limitation, Fixed Rent and Additional Rent payable monthly in advance; Tenant shall be responsible for the same surrender provisions as applicable at the end of the Term; and Tenant shall be obligated to pay such increases in monthly Fixed Rent as Landlord gives Tenant at least thirty (30) days prior written notice. Notwithstanding the foregoing, if Landlord has not agreed in writing in advance to a Holdover Period, Tenant's continued possession shall be as an unauthorized licensee or tenant at sufferance at the last prior Fixed Rent increased by fifty hundred (50%) percent, plus all other Additional Rent then due and payable under this Lease. The foregoing shall not be construed to obligate Landlord to make available any holdover rights to Tenant initially or thereafter on a continuing basis subsequent to the Expiration Date. The parties hereby acknowledge that Landlord may need the Premises after the expiration or prior termination of the term of this Lease for other tenants and that the damages which Landlord may suffer as the result of Tenant's holding-over cannot be determined as of the Execution Date hereof.

28. Recognition for Tenant.

If Tenant or Tenant's lender requests any agreement, recognition or acknowledgment of the status or priority of their rights as a lender to Tenant with respect to interests in Tenant's assets or property or any other document which in the reasonable opinion of Landlord requires review by Landlord's counsel, Tenant shall pay Landlord's reasonable counsel fees. Landlord shall have no obligation to enter any such agreement which expands its risks or obligations beyond the giving of notice to one additional party of a Tenant default and Landlord's actions to terminate on account thereof.

29. Environmental Hazards.

Tenant agrees to conduct its business from the Premises in compliance with the laws, ordinances and regulations. Tenant shall not without Landlord's written consent keep, store, or use any substances or materials designated as, or containing components now or hereafter designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance in, on, under or about the Premises or Building except for ordinary cleaning supplies used and stored in accordance with applicable law. Tenant shall hold Landlord harmless and indemnified from and against any and all claims, demands, liability, damages, judgments, costs and expenses arising on account of any failure by Tenant to comply with this Section. With respect to materials handling and storage at the Premises which may have an environmental impact upon the Property or its occupants or invitees, Tenant agrees to implement such suggestions as Landlord reasonably requests for safety purposes.

30. Tenant Representations.

Tenant warrants and represents that (a) Tenant is duly organized, validly existing and in good standing under the laws of the jurisdiction in which such entity was organized; (b) Tenant has the authority to own its property and to carry on its business as contemplated under this Lease; (c) Tenant is in compliance with all laws and orders of public authorities applicable to Tenant; (d) Tenant has duly executed and delivered this Lease; (e) the execution, delivery and performance by Tenant of this Lease (i) are within the powers of Tenant, (ii) have been duly authorized by all requisite action, (iii) will not violate any provision of law or any order of any court or agency of government, or any agreement or other instrument to which Tenant is a party or by which it or any of its property is bound, and (iv) will not result in the imposition of any lien or charge on any of Tenant's property, except by the provisions of this Lease; (f) this Lease is a valid and binding

obligation of Tenant in accordance with its terms. Tenant agrees that breach of the foregoing warranty and representation shall at Landlord's election be a default under this Lease for which there shall be no cure. This warranty and representation shall survive the expiration or earlier termination of the Term.

31. Other Provisions.

- A. Within seven (7) business days after request by Landlord, Tenant will promptly complete an estoppel letter in form requested by Landlord to confirm the status of this Lease. Failure of Tenant to timely sign and complete the required estoppel shall, at Landlord's election, be a default under this Lease and, in all events, Landlord shall then be authorized to sign the estoppel letter as Tenant's agent and the information therein shall be binding upon Tenant, provided it is signed by Landlord in good faith.
- B. No other agreements or representations have been made by either party except as expressly contained in this Lease. This Lease may be amended only by a writing signed by all of the parties hereto.
- C. Recording of this Lease or a copy of this Lease shall be a default.
- D. The covenants and agreements of Landlord and Tenant shall be binding upon and inure to the benefit of each of them and their respective heirs, administrators, successors and assigns. No covenant, agreement or liability of any one party as Landlord, shall be binding upon another owner of the Property except for defaults occurring or incurred during such owner's period of ownership of the Property.
- E. Unless repugnant to the context, the term, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant, respectively, together with their respective heirs, executors, administrators, successors and assigns, subject to Landlord's consent to any Tenant assignment.
- F. The headings herein contained are for convenience and shall not be construed a part of this Lease. The sections and definitions on The Reference Data Pages are an integral and substantive part of this Lease.
- G. Tenant agrees to comply with all rules and regulations of any Franchisor at the Hotel, including but not limited to, those set forth in the Hilton Garden Inn F&B Operations Guide, a copy of which is annexed hereto and which may be updated from time to time.
- H. This Lease shall be construed under and be governed by the laws of the Commonwealth of Massachusetts.
- I. Tenant shall conform to all reasonable non-discriminatory rules and regulations now or hereafter promulgated from time to time by Landlord for the care and use of the Premises and the Building and the parking areas and facilities serving the Building.
- J. This Lease may be executed in counterparts and shall constitute the agreement of Landlord and Tenant whether or not their signatures appear in a single copy hereof.

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LANDLORD:

Claremont Brookline Avenue LLC

By: _____
Name: _____
Title: _____

TENANT:

John M. President

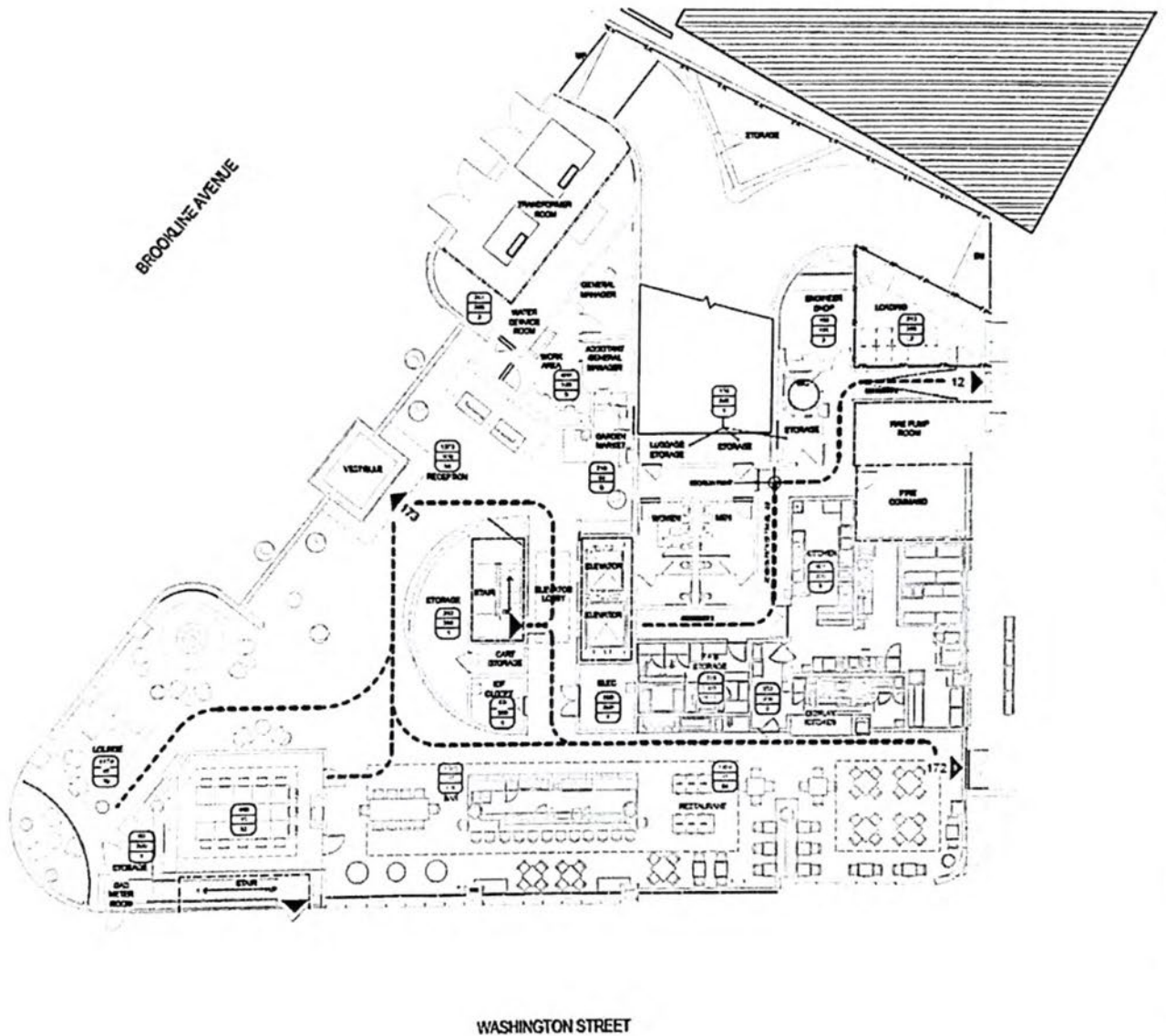
By: Jen Hilder

9.A.

Schedule 1

Equipment

EXHIBIT A
THE PREMISES



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9.A.

Schedule 2

Hilton Garden Inn F&B Operations Guide

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Change of Manager

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: _____

NAME: Jennifer Ziskin

ADDRESS: _____

EMAIL ADDRESS: Jen @ hamorra . com

PHONE #: _____

PLACE OF BIRTH: BostonFATHER'S NAME: Adasen Geisinger MOTHER'S MAIDEN NAME: SegalARE YOU A CITIZEN? ☒ YES ☐ NO ALIEN CARD # _____ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 8/2009 LOCATION: _____ Needham, ma

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATIONDATE: 5/97 LOCATION: Lesley University Cambridge, MADATE: 5/93 LOCATION: Syracuse University Syracuse, NYDATE: 6/89 LOCATION: Tabor Academy Marion, MA

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORYDATE: 12/03-present LOCATION: La Morra Brookline POSITION OwnerDATE: 6/15-present LOCATION: Heritage Sherborn, MA POSITION OwnerDATE: 4/98-11/03 LOCATION: Brookline Public Schools POSITION Teacher

DATE: _____ LOCATION: _____ POSITION _____

DATE: _____ LOCATION: _____ POSITION _____

SIGNATURE: Jan Hill DATE: 1/22/21(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

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PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo	Code / Code / Código	Passport No. / No du Passeport / No. de Pasaporte
P	USA	[REDACTED]

P

USA

Surname / Nom / Apellydos

ZISKIN

Given Names / Prenoms / Nombres

JENNIFER LYNN

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA:

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

08 Dec 2009

Date of expiration / Date d'expiration / Fecha de caducidad

07 Dec 2019

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

F

Authority / Autorité / Autoridad

United States

Department of State

USA



Certificate of Achievement

This certificate is awarded to

JEN ZISKIN

Congratulations! You have completed

ServSafe® Food Handler
Employee Food Safety Online Course and Exam



Certificate Number **4546351** Date **5/20/2020**

Expiration Date **5/20/2023**

National Restaurant Association
233 S. Wacker Drive, Suite 3600
Chicago, IL 60606-6383
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com



#0655
ASTM E2659
Certificate Issuer

Commonwealth of Massachusetts

Executive Office of Public Safety and Security

Department of Fire Services

Office of the State Fire Marshal



Certificate of Completion

This certifies that

Ziskin Jen

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: April 1, 2019

Expires: April 1, 2022

Certificate #: VllmPRGam01udM6

Peter Ostroskey

State Fire Marshal

Jen Ziskin

PROFESSIONAL SUMMARY

EMPLOYMENT HISTORY

Owner/Wine Director, La Morra. Brookline, Massachusetts

Dec. 2003 – Present

- Ensure preparation of required reports, payroll, revenue, schedules etc.
- Hire and supervise all personnel – coordinate training
- Respond to guest complaints, amenity request, special events
- Work with other F&B managers and keep Department informed of issues as they arise
- Maintain inventory par- schedule repairs and maintenance
- Collect daily cash transactions from outlets
- Reconcile F&B receipts
- Prepare deposits for bank, maintain deposit logs
- Guest communication, F&B disputes
- Monitor all wholesale Beverage accounts

Owner/Wine Director, Heritage of Sherborn. Sherborn, Massachusetts

Mar. 2015 – Present

- Overseeing all front of house operations, sales and events in a high volume setting.
- Responsible for P & L including liquor purchases, cost control and labor.
- Interviewing, hiring, training, scheduling of FOH staff including hourly & salaried management.
- Wine, Beverage and Draft Beer program development and training
- Managing and increasing social media performance.

SKILLS

Problem Solving	<i>Expert</i>	Communication and customer service	<i>Expert</i>
Organized	<i>Expert</i>	Leadership	<i>Expert</i>

January 20, 2021

To Whom It May Concern:

I have known Jen Ziskin for over 20 years, and feel she is a great asset to the upcoming Punch Bowl restaurant and the town of Brookline.

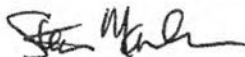
I have worked with Jen, and her husband Josh, in an advisory role for their other two restaurants: La Morra of Brookline and Heritage of Sherborn. Jen is a standout manager who always goes the extra mile to provide an enjoyable restaurant experience and create outstanding customer service. She has excellent attention to detail, follow-through, and problem solving skills in the daily challenges of running a busy restaurant.

Jen leads her restaurant team with a thoughtful, educated approach and is the "go-to" person when questions come up or issues need attention. She has the knowledge and experience needed to grow a successful restaurant. In the end, Jen creates a positive work environment and earns the respect of her restaurant team.

I look forward to seeing Jen take on her next challenge in building Punch Bowl and feel confident it will be a great success.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Steven Marlin
Principal
Marlin Advisors, LLC
617-855-5343

To whom it may concern,

I have known Jen Ziskin for almost 10 years as an industry colleague, regular customer, and sales representative. The Ziskin's venerable reputation at La Morra had long since been established before I had the pleasure of dining there and meeting her a few times as a guest (and fellow industry employee). La Morra has been justifiably cemented as a Brookline dining standard, and I have always been struck by the admirable taste, décor, and craft that the Ziskins have been able to maintain and uphold there, even after all the years and accolades. It demonstrates consistency, professionalism, dedication, and drive that is so important to small business success that isn't regularly witnessed.

When the Ziskins opened Heritage of Sherborn, I was living (at the time) about 10 minutes away, and Heritage quickly became a regular haunt for my family. The sheer scale of the operation—a sprawling Colonial-era campus with guest rooms, a retail store, massive outdoor pavilions, and a myriad dining rooms—and the success they have had there with it, is an inexorable testament to the Ziskins' attention to detail, staff management, work ethic, and adherence to standards.

And finally, in this past year, I have gotten to know Jen even further as a sales representative for an alcohol distributor...but more importantly, as a partner in business during a pandemic. Working with her through a gauntlet of ever-changing dining restrictions, allowances, regulations, and ordinances, I was always struck by her acute awareness of, and quick adaption to, the latest protocols put in place by the Commonwealth to better manage the crisis. Heritage was a testament to not only following the rules put in place during an incomparable time, but having a well-deserved windfall of strong, and safe, business while doing it. It was incredibly encouraging to witness.

Jen Ziskin's well-illustrated indefatigable professionalism, long-standing reputation, strength of character, and...heck, overall good-naturedness all but ensures her further positive contributions towards Brookline's culture and community. She has my heartiest endorsement.

Chris Graeff

January 19, 2021

To Whom It May Concern,

It would be my pleasure to recommend Jennifer Ziskin for Liquor License Manager of The Punch Bowl in Brookline, MA.

I have known her for over 20 years both personally and professionally.

As owner of a restaurant operation, I can attest to her abilities. Jennifer is organized, diligent, smart and responsible when it comes to owning and running restaurants as shown in the success of her other two restaurants La Morra in Brookline, MA and Heritage in Sherborn, MA. Her greatest asset is her talent for running operations smoothly and staying up to date in all regulations. It is very important to her that her guests and employees are happy and safe. She is definitely the type of person that you want to be in charge.

I am absolutely confident that she will be great.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Lori Peljovich
Slimms Corp (dba Michael's Deli)
(617) 909-4763



TOWN of BROOKLINE Massachusetts

CORI ACKNOWLEDGMENT FORM

Identify (please check one)

- ☒ Applicant - Position: manager Department/License: _____
☐ Volunteer - Position: _____ Department: _____
☐ Employee - Position: _____ Department: _____
☐ Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Jennifer Ziskin
Applicant/Employee/Volunteer/Contractor Signature

11/14/21
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Ziskin First Name: Jennifer MI: L.
 Current Address: [REDACTED] Needham, MA 02492
 Former Address(es): [REDACTED]
 Maiden Name or Alias (if Applicable): Geisinger Place of Birth: Boston
 Date of Birth: [REDACTED] Last 6 digits of Social Security Number: [REDACTED]
 Sex: F Height: 5 ft. 3 in. Race: white Eye Color: blue
 State Driver's License Number (include State): _____ ID Theft Index PIN*: _____
 List any other name(s) or dates of birth that appear in DCJIS's database: Jennifer Schneider

Mother's Full Maiden Name: Nancy Segal Father's Name: Jason Geisinger

*The Identity Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

For Official Use Only

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State issued ID w/Photo ☐ Passport ☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

Change of Hours



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

CHANGE OF HOURS APPLICATION
COMMON VICTUALLERS

DATE: February 4, 2021
LOCATION: 700 Brookline Avenue, Brookline, MA
APPLICANT: Brookline Food & Beverage LLC
INDIVIDUAL/PARTNERSHIP/CORPORATION
D/B/A: Emerald Bar but changing to Punch Bowl

CURRENT HOURS OF OPERATION:

DAYS: Monday - Saturday HOURS: 11:00 AM - 2:00 AM
DAYS: Sunday HOURS: 12:00 PM - 12:00 PM
DAYS: _____ HOURS: _____

PROPOSED HOURS OF OPERATION:

DAYS: Monday-Saturday HOURS: 8:00 AM - 2:00 AM
DAYS: Sunday (food) HOURS: 8:00 AM - 2:00 AM
DAYS: Sunday (alcohol) HOURS: 12:00 PM - 2:00 AM

PLEASE NOTE: CHANGES IN HOURS OF ALCOHOL SERVICE REQUIRE SEPARATE APPLICATION.

APPLICANT SIGNATURE ep TITLE: Manager PHONE# 617.383.6000
EMAIL ADDRESS: c/o sboudreau@boballenlaw.com

Change of DBA



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR CHANGE IN D/B/A
COMMON VICTUALLER LICENSES

DATE: February 4, 2021

LOCATION: 700 Brookline Avenue

APPLICANT: Brookline Food & Beverage, LLC
INDIVIDUAL/PARTNERSHIP/CORPORATION

PRESENT D/B/A: Emerald Bar

PROPOSED D/B/A: Punch Bowl

(NOTE: CHANGE OF D/B/A FOR LIQUOR LICENSEES REQUIRES SUBMISSION OF APPLICATION FOR CHANGE IN D/B/A ON LIQUOR LICENSE IN ADDITION TO THIS APPLICATION FOR CHANGE OF D/B/A ON CV LICENSE.)

APPLICANT SIGNATURE: [Signature]

TITLE:

Manager

PHONE: [Redacted]

EMAIL ADDRESS email c/o sboudreau@boballenlaw.com

VOTE OF CORPORATIONDATE: February 4, 2021AT A MEETING OF THE BOARD OF DIRECTORS OF Brookline Food & BeverageHELD AT: Brookline ON: February 4, 2021IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE
TOWN OF BROOKLINE FOR A
Liquor License

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT
700 Brookline AvenueVOTED: TO AUTHORIZE Elias Patoucheas TO
SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF Brookline Food & Beverage, LLCAND TO EXECUTE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
GRANTING OF THE LICENSE.THIS CORPORATION HAS Not BEEN RESOLVED.

A TRUE COPY

ATTEST:

✕

CLERK

**STATE TAX VERIFICATION FORM**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Signature of Individual



By: Corporate Officer

** Social Security #
Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

February 9, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

BROOKLINE FOOD & BEVERAGE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 30, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **ELIAS PATOUCHEAS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ELIAS PATOUCHEAS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ELIAS PATOUCHEAS**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Management Agreement

LIQUOR LICENSE MANAGEMENT AGREEMENT

THIS Liquor License Management Agreement (this "**Agreement**") is made and entered into as of the 2 day of February, 2021 by and between **BROOKLINE FOOD AND BEVERAGE, LLC** ("**Licensor**"), **CLAREMONT BROOKLINE AVENUE LLC** ("**Owner**"), **CLAREMONT COMPANIES LLL** ("**Hotel Operator**") and Jen Ziskin, President J & J Restaurant Group, Inc ("**Manager**").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of a hotel located at 700 Brookline Avenue, Brookline, MA 02446 (the "**Premises**") and the related facilities ("**Hotel**"); and

WHEREAS, a Commercial Lease was entered into in December, 2020 between the Owner (as Landlord) and the Manager as tenant (the "**Lease**") for the restaurant portion of the Hotel (the "**Restaurant**");

WHEREAS, the Licensor is the holder of a Common Victualler Seven (7) Day All Alcoholic Beverages License (the "**License**"), an entertainment license and other permits necessary to operate a restaurant and bar at the Premises, all as licensed and permitted by the Licensing Board for the Town of Brookline, the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts, the Brookline Board of Selectmen and related authorities (hereinafter, the "**Licensing and Permitting Authorities**");

WHEREAS, as set forth in this Management Agreement, the Licensor desires the Manager, on behalf of the Hotel, to manage and conduct all operation of on-premises sales of alcoholic beverages and food at the Premises (the "**Operations**");

WHEREAS, Manager has substantial experience in the restaurant industry and managing restaurants and dining establishments;

WHEREAS, Manager shall be the entity appointed by the Licensor under the provisions of M.G.L. c.138, § 26 and qualified thereunder to conduct the Operations on the Premises;

WHEREAS, Owner, Hotel Operator and Licensor desire that Manager provide certain services with respect to the management of the liquor license within the Hotel under the License ("**Liquor License Management**"); and

WHEREAS, the parties to this Agreement desire to cooperate in making certain that alcoholic beverage sales and service within the Hotel are provided to the patrons of the Hotel in a professional and orderly fashion.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Owner, Hotel Operator, Licensor and Manager hereby agree as follows:

ARTICLE 1

Appointment; Term

- 1.1 Appointment. Licensor hereby appoints Manager, and Manager hereby accepts the appointment, as the manager of the Liquor License. Manager agrees to act as an independent contractor with responsibility to manage and operate the Restaurant for its sole account and Manager hereby accepts such appointment on the terms and conditions described herein. Manager will manage and operate the Restaurant in a proper, efficient and economical manner in accordance with the overall standards of quality and efficiency of other first-class restaurants in the greater Boston/Brookline area, and to use its best efforts to preserve and/or enhance the reputation of the Restaurant in the area and beyond. It is hereby agreed and understood that Manager will become the manager of record for the Restaurant and will not delegate such responsibility without first obtaining the consent of as well as the approvals of the Licensing Board for the Town of Brookline and Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts. Manager agrees to carry out its responsibilities as hereinafter set forth. It is further understood that if Manager fails to carry out his responsibilities as hereinafter set forth, the Licensor may terminate this Agreement as set forth in Article 2.1 below.
- 1.2 Term. The term (hereinafter the "Term") of this Agreement shall continue from month to month commencing the date upon which the parties obtain the approval of the Licensing Authorities and shall terminate upon the earlier of (1) termination under Article 1.3 below, (2) the revocation by the Licensing Authorities of the License; or (3) the termination date under the Lease. Termination of the Lease for any reason shall result in an automatic termination of this Agreement. Commencement of the term and all obligations herein shall be conditioned upon the approval of this Management Agreement by the Licensing Authorities. Manager has been permitted to enter and prepare the premises for its prospective management duties herein. Upon the conclusion of the Term, both parties shall be relieved of all liabilities and obligations arising under the terms of this Management Agreement and accruing after the effective date of termination. Upon termination of this Agreement, nothing shall be construed to release either party from any obligation that matured prior to the effective date of such termination.
- 1.3 Right to Terminate. Manager understands and hereby agrees that if it fails to carry out each and every one of its responsibilities as set forth in detail herein, Licensor has just cause to terminate this Agreement by written notice to Manager.

ARTICLE 2

Compensation for Liquor License Management Services

2.1 Fee Paid By Hotel Operator. As consideration of the Manager's management services, the Hotel Operator agrees to pay to the Manager the sum of Eight Hundred (\$800.00) Dollars per annum. Payments shall be made no less than quarterly, on the last day of each quarter, but no more than monthly, on the last day of each month.

2.2 Expenses Paid By Manager. All expenses incurred with respect to the operation of the Restaurant and the License shall be paid by the Manager as per the terms of the Lease.

ARTICLE 3
Administration

3.1 Authority and Duties. The Manager shall perform or cause to be performed all duties required or desirable to maintain the License in compliance with the laws and regulations of the Commonwealth of Massachusetts, including without limitation:

- a. To employ executive, administrative and support personnel in connection with the business of Restaurant, to pay salaries, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined in the sole discretion of Manager; and
- b. To hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of Restaurant, and to pay fees, expenses, salaries, wages and other compensation to such persons; and
- c. To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defer or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit liability, cause of action or claim, including taxes, either in favor of or against Restaurant; and
- d. To engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Restaurant, provided all such activities, contracts, etc., are for the benefit of the on-site operation of the Restaurant; and
- e. To pay any and all fees and to make any and all expenditures which in its sole discretion, deems necessary or appropriate in connection with the advancement and ongoing business of Restaurant, the management of the affairs of the Restaurant, and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to Manager; and
- f. To cause to be obtained and continued in force, all policies of insurance required by any mortgage, lease or other agreement relating to Restaurant's business or any part thereof, or determined by Manager to be in the best interest of Restaurant and/or the Hotel Operator, Owner, or Licensor; and
- g. To cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of Restaurant, unless the same are contested by the parties; and

3.2 Records. The Manager shall arrange for the keeping of full and adequate records with respect to the management of the License.

9.A.

- 3.3 Maintaining License. The Manager shall exercise all commercially reasonable efforts to keep the License in full force and effect. All costs, charges and expenses incurred by the Manager in connection with maintaining the License shall be paid pursuant to the provisions of Section 2.2 above
- 3.4 Liquor Service. Manager hereby agrees that it shall not at any time during the Term make or permit to be taken or suffer any actions which are prohibited by the Licensing Board for the Town of Brookline and/or Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts, including, but not limited to, issues relating to Manager's actions, operations and management at the Premises which violate any applicable laws, rules or regulations.
- 3.5 Entertainment. Manager shall be allowed to provide any form of entertainment allowed by the Town of Brookline and the Licensing Authorities as presently licensed and such other forms of entertainment as may be approved.
- 3.6 Compliance with Law. Manager hereby agrees that he shall not at any time during the Term make or permit to be taken or suffer any actions which are prohibited by the Town of Brookline and the Licensing Authorities, including but not limited to issues relating to Manager's actions, operations and management at the Premises.
- 3.7 Staff and Supplies. Manager at all times shall keep and maintain an adequate staff of employees and an adequate stock of food, liquor, beverages, condiments, merchandise and supplies in order to provide its services as required hereunder and to fully service the demands and requirements of customers of Restaurant.
- 3.8 Employees. Any and all employees employed at Restaurant shall be employees of Manager and shall not be employees of the Hotel Operator, the Owner or the Licensor. Manager agrees to notify its employees of same, and such employees shall be employed at the sole discretion of Manager except that the Owner, Hotel Operator and/or Licensor shall have the right to approve any change in the Manager of Record for Restaurant.

ARTICLE 4

Insurance

4.1 Maintenance of Insurance. During the term of this Agreement, the Manager agrees to maintain, at its sole cost and expense, the insurances described in Section 16 of the Commercial Lease between Owner and Manager.

4.2 Indemnity. Manager agrees to indemnify the Licensor, the Hotel Operator and the Owner to the fullest extent permissible by law. Manager hereby agrees to indemnify Licensor, the Hotel Operator and the Owner against any liability and will hold harmless from and pay any

loss, damage, cost, and expense (including, without limitation, legal fees, disbursements, court costs, and the costs of appellate proceedings) which incurs arising out of or in connection with any claim brought by a third party, including claims brought by the employees of Restaurant, arising out of the operation of Restaurant, or any claim alleging facts that would constitute a breach by of any of his obligations to Licensor, the Hotel Operator and the Owner incurred under this Agreement or because of a breach by Manager of any such obligations, except for acts constituting gross negligence of its shareholders, officers, directors, employees, invitees, etc. It will not be a defense to any of the provisions of this paragraph that Licensor, the Hotel Operator and/or the Owner are familiar with the alleged breach(es).

ARTICLE 5

Events of Default, Termination

5.1 Events of Default. Each of the following shall constitute an “**Event of Default**” under this Agreement:

(a) The failure of any party to pay when due any amount payable under this Agreement for a period of five (5) days after written notice from the other party that such payment is due and payable; or

(b) Manager fails to remedy any other breach of its obligations under this Agreement within ten (10) days (or such longer time as the other party may in writing allow), after receipt of written notice from the other party.

5.2 Remedies. Upon the occurrence and during the continuation of an Event of Default, in addition to and cumulative of any and all rights and remedies available to the non-defaulting party under this Agreement, at law or in equity, the non-defaulting party may terminate this Agreement upon written notice to the other party and, except as to liabilities or claims which shall have accrued or arisen prior to or on account of such termination, all obligations hereunder shall cease. In any judicial proceeding in which the validity of termination is at issue, neither party will be limited to the reasons for default set forth in any notice sent pursuant to this Agreement. Manager shall be liable for all of fees and expenses incurred by the Owner, Hotel Operator and/or Licensor as a result of Manager's breach of the terms hereof.

ARTICLE 6

Miscellaneous

6.1 Conflict. In case of any conflict between the provisions of this Agreement and any provisions of the Lease or any other agreement between the parties, the requirements under the Lease shall control.

6.2 Assignment of Agreement. Manager may not assign this Agreement, or enter into an agreement or arrangement with any third party to perform or provide any of the operating covenants of hereunder (hereinafter collectively referenced as "Transfer") without prior written consent of the Licensor, which consent shall be in the Licensor's sole discretion.


- 6.3 Notices. Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or delivered by reputable overnight delivery service with proof of delivery or mailed by registered or certified mail, return receipt requested, addressed, **if to Licensor, Hotel Operator and Owner**, at Two Lakeshore Center, Bridgewater, MA 02324 Attn: Ned Carney and Richard Dannenbaum, or to such other addresses as Licensor, Hotel Operator or Owner shall designate in the manner herein provided, and if to Manager, to:
-
- 6.4 Survival. Unless expressly stated to the contrary, all obligations for any payment or reimbursement by one party to the other shall survive the termination of this Agreement.
- 6.5 Partial Invalidity. If any of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree, or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted, provided that the economic basis of this Agreement is not hereby altered. Nothing in this Agreement shall be considered or construed to grant any rights or obligations other than in accordance with all legal requirements in connection with the sales and services relating to alcoholic beverages.
- 6.6 Modifications; Waivers. This Agreement may not be changed, modified or terminated, nor may any provision hereof be waived, except by a writing signed by the party to be charged with any such change, modification, termination or waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.
- 6.7 Governing Law. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the jurisdiction that issues the License and the courts of such jurisdiction shall have jurisdiction over any matters arising hereunder. Manager agrees to comply with all laws and regulations and ordinances of the jurisdiction that issues the License.

[Signature page follows]

IN WITNESS WHEREOF, Licensor, Hotel Operator, Owner and Manager have duly executed this Agreement as of the day and year first written above.

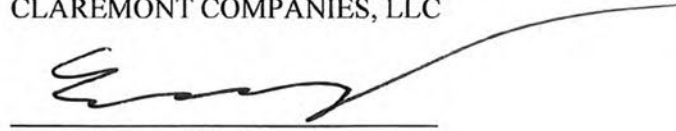
CLAREMONT BROOKLINE AVENUE, LLC

Witness


By: Elias Patoucheas
Its: Manager

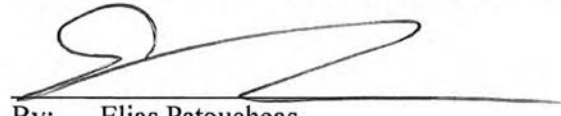
CLAREMONT COMPANIES, LLC

Witness


By: Edward H. Carney
Its: Manager


BROOKLINE FOOD AND BEVERAGE, LLC

Witness


By: Elias Patoucheas
Its: Manager

Lisa Lobel

Witness

 , President, J & J Restaurant Group, Inc.
By: Jennifer Ziskin
Its:

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Task Force to Reimagine Policing in Brookline

Executive Summary

February 26, 2021

Abstract

Last summer, Americans filled the streets in cities across the country to protest police violence against African-Americans. The protests raised the question in communities everywhere, including in Brookline: does our police department treat all citizens equally, regardless of their race or ethnicity? And if not, how can we fix it?

Since the summer, and in line with the commitments made when we raised a Black Lives Matter banner outside Town Hall, the Task Force to Reimagine Policing in Brookline has sought answers to these questions. We have found both positive news – that overall the public is satisfied with the police – and alarming news – that Black and Latinx residents of Brookline feel discriminated against and fear being victims of police brutality at levels far higher than white residents.

Through our research, this Task Force has found disturbing patterns in traffic stops, wherein nonwhite motorists are not only disproportionately likely to be stopped but disproportionately likely to be ticketed when they are stopped.

Through our research, the Task Force has found that the Brookline Police is a constant presence in spaces in town where racial minorities are present. Without any public process, the Police Department and School Department agreed to have an armed School Resource Officer (SRO) stationed in Brookline High School. Without any public process or requirement by law, the Walk and Talk unit patrols Brookline's public housing and charges the Brookline Housing Authority for doing so.

Through our research, the Task Force is making several recommendations. Our community needs social services, but it needs them from trained social service professionals, not from police officers. We recommend closing down the SRO and Walk and Talk programs and creating a new social service department.

Where police are needed, we recommend greater oversight, transparency, and accountability. This proposal is grounded in our survey which shows that a super-majority (77%) of Brookline residents believe the Town should have a civilian oversight board with investigative powers.

10.A.

Background

There is a disturbing history of policing in America. From the days of slave patrols until today, policing has been used to exert control over people of color, immigrants and poor people. This history has been well-chronicled and is critical to understanding the need for reimagining. As a primer, we encourage you to read the New Yorker piece, [The Invention of Police](#).

More proximally, our Task Force was constituted as a direct result of the righteous multiracial, multigenerational uprising demanding greater oversight and accountability of police. This uprising followed the killings by police of George Floyd, Breonna Taylor and so many other Black, Latinx and Indigenous people.

Those who have studied inequities in policing understand how even the best-intentioned reforms decade after decade have failed to make policing safe, just and equitable, especially for communities of color. The bottom line is that police reform has failed communities of color and therefore society as a whole. Reform alone has only a marginal impact, at best.

The current need for reimagining is not solely about what happened many years ago or a thousand miles away in Minneapolis or Louisville or Ferguson. This work necessarily focuses on policing right here in Brookline. It is also in response to the many discrimination complaints in Brookline – those that have been formally filed and the many more that have been shared in other ways – including by two of Brookline’s own, now former, Black police officers.

We understand that there are many people in this community who have only had good experiences with the Brookline Police Department, but, as one insightful commenter said at one of our public hearings, “Your good experience does not cancel out someone else’s bad experience.”

There is a certain human tendency to believe that something is not a problem because it has not been a problem for us. The eleven members of our Task Force do believe inequitable policing is a problem in Brookline, and we are not alone.

We are joined by Brookline’s Anyaosa family, whose daily peaceful protests along Route 9 brought hundreds of residents to join them and then hundreds more at protests across from the Brookline Police Department.

We are joined by Brookline’s Lexi Harriman, hundreds of BHS students, and thousands of residents and neighbors who took to the streets, peacefully, to share their stories of local issues with policing – right here in Brookline – demanding justice and accountability.

For anyone who attended these events and others like the Humanize Black Voices event led by young people on Cypress Field, the evidence is clear – yes, there is a problem here.

10.A.

In June 2020, Brookline's Select Board in the midst of public outcry made a symbolic gesture, shifting \$166,000 in police overtime to other purposes related to social services. Soon after, Town Meeting rejected more substantive cuts to the police budget, with many citing the need to know more about how those funds could better be spent.

Select Board Member Raul Fernandez had, prior to the Select Board and Town Meeting votes, proposed a reimagining of policing and public safety more broadly. One that would explore, propose, and recommend investing in alternatives to policing, where appropriate.

There were several key tenets embedded in that proposal:

First, that a community holds the power to determine its own approach to community safety, which includes determining if and how police should be part of that approach.

Second, that there are members of our community and those in our neighboring communities for which Brookline's current model is simply not working. That is unacceptable.

Third, that police need to be held to the highest standards and we need clear accountability measures for what happens when officers fail to live up to those standards.

And finally, that this moment is an opportunity to rethink our relationship with police, yes, but also to reconsider how we invest in the long-term wellbeing of residents and neighbors.

Select Board Member Fernandez first shared that proposal publicly on June 3rd. After a contentious Town Meeting season and weeks of debate on the Select Board, the proposal for a Task Force to Reimagine Policing in Brookline, after first being rejected by the Select Board in its current form, later passed unanimously on July 21st.

The Select Board decided to create two bodies that night – a committee focused on reform, chaired by Select Board Chair Bernard Greene, and a task force focused on reimagining our approach to public safety, chaired by Select Board Member Fernandez.

Task Force Charge

The Task Force to Reimagine Policing in Brookline was charged to explore and recommend new approaches to public safety and policing in Brookline, utilizing a data-informed approach to interrogate our current model and provide a distinctly alternative approach to public safety.

The eleven members of the group exceeded the criteria for diversity as outlined in the charge, that at least half would be people from communities disproportionately impacted by policing.

10.A.

There were six members of color including one Latinx, two Asian, and three Black members, as well as five women, and one transgender member. Immigrants and one Brookline Housing Authority resident were included among our members. As a group, we represented a wide variety of ages, identities, and experiences.

More information on the charge and members can be found in the appendix of the full report.

Process

The Task Force held weekly meetings for six months, from August 28, 2020 to February 26, 2021. These meetings were all publicly noticed and held through Zoom due to the ongoing pandemic and live streamed by Brookline Interactive Group. Recordings of these meetings and our subcommittee meetings are available on our page on the Brookline website.

We arranged ourselves into five subcommittees, including:

- Envisioning / Community Engagement
- Departmental Analysis
- School Resource Officers
- Walk & Talk Unit
- Vulnerable People & People in Crisis

More information on the work of these subcommittees is available in the full report.

We sought community feedback and expert input in a number of ways. One was through a survey in partnership with Tufts University through which we sent invites to 25,000 Brookline residents and received 1,343 responses. We also held seven public hearings where we heard from scores of residents and received comments through email from many more. Task Force members also held numerous conversations with residents, content experts, elected officials, members of the police department, and other key stakeholders.

More details on our approach to community engagement is available in the Envisioning / Community Engagement subcommittee report as well as other subcommittee reports. Also included is the raw survey data as well as our full methodology, findings, and conclusions.

Survey Findings

1. Brookliners generally have positive views of the police force. That said, Black and Latinx residents have had more negative experiences with the Brookline Police and would feel less comfortable than whites and Asians in calling the police if they needed help.
2. Compared to white residents, Black residents are *forty-eight times* more likely to feel discriminated against by police on the basis of race.
3. Respondents across racial groups perceive discrimination on the part of the Brookline Police department against Black and Latinx residents.
4. The majority of Brookline residents do not believe the department effectively holds its officers accountable.
5. There is widespread support for the Town utilizing social service workers rather than the police in scenarios where the risk of physical conflict is low.
6. A super-majority of Brookline residents (over three-quarters) believe the town should have a civilian oversight board with investigative powers.
7. Brookline residents overwhelmingly favor increasing police oversight, transparency, and accountability, while limiting their scope of duties and use of force powers.

Additional Findings

1. There is no comprehensive vision for public safety provided by the Town or information on how Brookline works to ensure that public safety resources are delivered equitably.
2. What are characterized as “collaborative” efforts between the Police Department and other bodies often lack appropriate buy-in from the communities they claim to be collaborating with.
3. The Police Department has not been capturing all field interrogations or vehicle stops in the data presented in its annual reports. Logging those stops is at the discretion of the officer.
4. 86% of motorists stopped in Brookline are not Brookline residents.
5. Based on data provided by the Police Department and an analysis of traffic patterns provided by Brookline’s Transportation Administrator, we found that Black motorists are disproportionately more likely to be stopped by police.

10.A.

6. Compared to white motorists, motorists of color – especially Asian Americans – are significantly more likely to receive tickets rather than warnings when they are stopped.
7. There are almost no stops where a simple stop (basic speeding, failure to signal) leads to getting a gun or a dangerous person off the streets in Brookline, dispelling one narrative used to support police conducting traffic enforcement.
8. Police units like the School Resource Officer and Walk & Talk units were established without any public process or measurable outcomes.
9. While police have been in Brookline schools dating back to the failed DARE program, an MOU between the Police and School departments was not signed until 2019. That agreement was signed by Police Chief Andrew Lipson and Interim Superintendent Ben Lummis – neither of whom are in those roles today.
10. Prior legislation did not require SROs to be located *within* schools, as is the case at BHS. Legislation passed in the State House at the end of 2020 has now eliminated the requirement for communities to have any School Resource Officers.
11. There has never been an MOU between the Brookline Housing Authority and the Town of Brookline since the founding of the Walk & Talk unit in 1992. This is despite annual \$15,000 payments being made from the BHA to the Police Department over many years,
12. While research shows that Crisis Intervention Team training is an effective program to teach police officers how mental health issues can impact crisis interventions, the impact of CIT training on changing police behaviors is largely unknown.
13. While there are community-based resources focused on mental health in Brookline, none of them focus on pre-crisis services, which comprehensively address underlying inequities.

Additional findings are continued in our subcommittee reports.

Recommendations

Our recommendations envision a more innovative, forward-thinking Brookline. One focused on community-driven processes which are both respectful and supportive of low-income people and communities of color. One which increases police oversight, transparency, and accountability while limiting their scope of duties. One which shifts precious and limited resources away from programs that merely address the symptoms of inequities to investing in those that address the root causes of those inequities. One which affirms its responsibility and takes great pride in working collaboratively toward a just, safe, and equitable community.

Envisioning/Community Engagement

The Task Force recommends that Brookline adopt a community-driven model of engagement, particularly focused on youth and traditionally under-engaged communities, by hosting smaller trust-building conversations and eliminating programs which provide more benefit to the Town than to these communities.

1. Implement a child-centric vision of Public Safety that (beyond Police and Schools) builds on the great work of departments like Recreation and Transportation and directs more funding to youth-centered programs.
2. Launch a website that provides a comprehensive vision for public safety and provides resources for the community.
3. Develop a community-driven model for safety and justice that centers the voices of the communities closest to public safety issues to identify priorities and generate solutions.
4. Eliminate community programs that are or may be perceived as one-way relationships, providing more benefit to Town departments than the community.
5. Rather than relying on public hearings as the primary approach for soliciting input, Brookline's boards should engage in more small group trust-building conversations.

Departmental Analysis

The Task Force recommends reorienting the method by which the Town oversees the Police Department and provides input about current practices and new innovations. Citizen oversight must play a central role. Citizen input and oversight should occur both informally and formally. Based on continued evidence of racial bias in traffic enforcement, we are also recommending the filing of a Home Rule petition to permit traffic enforcement by civilians.

1. The Brookline Police Department should participate in a minimum of six public meetings annually in which residents can ask questions and offer suggestions.
2. The Brookline Select Board should appoint a permanent police oversight committee with the powers to investigate civilian complaints and approve mutual aid agreements, anti-bias training, and other major department policies.
3. The Brookline Police Department should conduct more data collection and analysis and communicate this data to the public. There should be more data collection and transparency about evaluations and promotions in relation to performance and training.

10.A.

4. The Brookline Police Department mission statement should explicitly include an affirmation of equal treatment of all people, regardless of race or ethnicity. It should include a hyperlink to file a complaint.
5. Brookline should file a Home Rule petition in the state legislature to permit certain limited traffic enforcement functions to be fulfilled by civilians.

School Resource Officers

The Task Force recommends removing School Resource Officers from schools. They are not trained educators and using them in service of educational purposes undermines the pillars of safety and community that are necessary for students to thrive in our schools.

1. The Brookline Select Board or School Committee should remove SROs from schools.
2. If these bodies are determined to keep the SRO positions, it must be after engaging in an authentic reauthorization process prior to the start of the 2021-22 school year.

Walk & Talk

The Task Force recommends eliminating the Walk & Talk Unit. It is a relic of failed policies of the past which overpolice low-income communities, especially communities of color. It spends precious municipal dollars to provide some ancillary services to a handful of residents instead of investing those funds into directly addressing the critical needs of our residents.

1. The Brookline Select Board or BHA Board of Commissioners should eliminate the Walk & Talk Unit.
2. The Brookline Select Board should increase engagement with BHA residents to better understand the challenges they are facing and to collaboratively envision new solutions.
3. Develop a website that provides access to available social services and other resources and centralizes the community's advocacy and visioning work around public safety.

Vulnerable People & People in Crisis

The Task Force recommends that the current model of police as first responders in nonviolent crisis interventions be replaced with a community-based crisis model like the successful CAHOOTS program, which is a decades-old success in Eugene, Oregon. This would add a well-trained civilian component to our crisis response model. This program would be managed through a new social services department that we are currently calling Brookline Forward.

10.A.

1. The Brookline Select Board should enter into a consulting contract with CAHOOTS to develop a community-based crisis model that works best for Brookline.
2. Implement additional pre-crisis services to assist people in order to prevent crisis, and to support people who might be struggling with isolation, homelessness, mental health issues, and/or substance use.
3. Implement additional follow-up services to support people after a crisis occurs, including family supports, childcare options, housing supports and resources, vocational training, access to medical care, food security, etc.
4. Better publicize existing social services through a centralized Brookline website and a public education campaign.
5. Form a new social services department to coordinate existing Town services, partner with local agencies to enhance collaboration, and develop programs which address long-standing inequities in Brookline. A description of this department is on the next page.

Brookline Forward

The Task Force proposes the creation of a new social service department in Brookline. It will address gaps in our social safety net that are currently being addressed through policing. The focus of this department would be to address the symptoms as well as the root causes of the inequities outlined below. The name Brookline Forward is a placeholder.

Brookline Forward will provide residents with the support they need to thrive. A new, innovative department of the Town of Brookline, Brookline Forward will partner with the Brookline Housing Authority, Public Schools of Brookline, Brookline Senior Center and local social service agencies to deliver timely, critical services, while conducting research, analyzing data, and implementing programs designed to counteract economic, health, and other inequities deeply rooted in racism, sexism, ageism, and other forms of oppression.

Brookline Forward will bring together existing offices under one umbrella including the:

- Office of Diversity, Inclusion & Community Relations;
- Council on Aging; and
- Office of Veterans' Services.

10.A.

While establishing new offices including:

- Youth & Family Services;
- Community-Based Crisis Response;
- Immigrant & Refugee Services; and
- Economic Equity.

Brookline Forward will also provide staff support for the:

- Domestic Violence Roundtable;
- Commission for Women;
- Brookline Commission on Disability; and
- a new council on LGBTQIA+ Inclusion.

Brookline Forward will also partner with other Town departments as necessary to meet community needs. This includes working with Health & Human Services to develop a mental health incident response team, with the Building and Fire Departments to ensure residents are living in safe housing, and with the Police Department on diversion efforts for youth.

Brookline Forward will be funded by municipal dollars, including funds shifted from the Police Department, as well as local, state, and federal grants.

In addition to existing personnel, new staff at inception may include one administrative and three professional staff members as well as a new Commissioner to lead the department.

[Click Here for the entire Final Report of the Task Force to Reimagine Policing in Brookline](#)

FW: Re-imagining Policing in Brookline

Kate MacGillivray <kmacgillivray@brooklinema.gov>

Mon 3/15/2021 8:36 AM

To: Bernard Greene <bgreene@brooklinema.gov>; Heather A. Hamilton <hhamilton@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Nancy Heller <nheller@brooklinema.gov>; Raul Fernandez <rfernandez@brooklinema.gov>
Cc: Devon Fields <dfields@brooklinema.gov>

forwarding

-----Original Message-----

From: Lori Berry [REDACTED]

Sent: Monday, March 15, 2021 7:23 AM

To: Select Board

Subject: Re-imagining Policing in Brookline

Dear Select Board, I am writing to urge you to support the Re-imagining Police Task Force recommendations. Our community needs social services, but it needs them from trained social service professionals, not from police officers. I strongly support closing down the SRO and Walk and Talk programs and creating a new social service department.

Where police are needed, I support greater oversight, transparency, and accountability. This proposal is grounded in a recent survey which shows that a super-majority (77%) of Brookline residents believe the Town should have a civilian oversight board with investigative powers.

Let's make Brookline a safe place for all residents and visitors and end the misplaced emphasis on using police presence inappropriately. I'm sick and tired of hearing stories about unfair treatment of people of color in our community!

Thank you.

Lori Berry

201 Freeman St #9

Brookline MA 02446

Select Board Committee on Policing Reforms¹

Summary of Recommendations for the Select Board Public Hearing

A B S T R A C T:

The Select Board Committee on Policing Reforms and a parallel Task Force to Reimagine Policing grew out of the period of intense ferment in the country as a result of recurring incidents of police misconduct against people of color in cities across the nation. This ferment reached a crescendo on May 25, 2020 when a Minneapolis police officer knelt on the neck of George Floyd, a Black man, for nearly ten minutes, killing him. That incident and numerous others before and after it precipitated a reckoning on racial injustice in the United States. As a result many local, state, and federal bodies introduced proposals to address policing and police misconduct. In Massachusetts, legislation to reform policing was signed by Governor Baker on December 31, 2020: “An Act Relative to Justice, Equity, and Accountability in Law Enforcement in the Commonwealth,” Chapter 253 of the Acts of 2020. In Brookline the work of this Committee and the Task Force will be submitting locally relevant proposals for consideration by the Select Board.

This Committee organized its work into five Subcommittees. Each Subcommittee addressed specific issues with the goal of improving the delivery of services provided by the Brookline Police Department in their

¹ MAKEUP OF THE COMMITTEE. The Committee was intentionally organized to include racial and gender diversity, a diversity of life and professional experiences, and a diversity of viewpoints. Such diversity results in the creative tension that increases the potential for success of any undertaking.

Members include: individuals who have had negative experiences with police and a member of the police department, individuals who are deeply involved in Democratic politics and in local Republican politics, individuals who are ardently secular and who are from faith institutions that inform their approach to policing reform, individuals with technical and research skills and understandings, including current academic research in policing, and individuals with a range of professional expertise, including a lawyer who has litigated civil rights cases against the police and a retired judge who presided over such cases, lawyers long involved in social justice litigation and client services, and a former Commissioner of the State Department of Mental Health.

The Committee started without agreement on key issues of our Charge and does not have unanimous agreement at the end. But the creative tension mentioned above has enabled us to produce a report with important and implementable recommendations to improve policing in Brookline.

traditional policing functions and in the non-traditional roles and responsibilities they have been asked to take on for a variety of reasons. The Subcommittees have also identified some functions performed by the police that can safely and effectively be transferred to non-police bodies. The Accountability Subcommittee has proposed to the Select Board a Police Commissioner Advisory Committee (PCAC). The PCAC will enhance the powers of Select Board members in their roles as Police Commissioners and strengthen civilian oversight of the BPD in a manner that is appropriate to the Brookline reality.

* * *

Public comment is requested on the following reforms that the Committee has implemented or is requesting the SB to vote approval. In addition, the Committee has identified many recommendations to the police department and other Town departments to consider for improvements that are listed in the slides presented to the Select Board at its [March 2 Meeting](#). The Subcommittee on Civil Rights, Militarization, and Mass Events has also [responded to questions](#) presented by community members and will also respond to additional questions received

Implemented Reforms to be Acknowledged and Endorsed by the Select Board

1. Chokehold ban (was voted by the Select Board at a public hearing and implemented by the BPD)
2. Improvement to accessibility of online civilian complaint form
3. Creation of [Draft Brookline Police Civilian Feedback Form](#) for police interactions
4. Revised oath of office to include upholding the Constitution of the United States
5. Homelessness Task Force

Major Reforms to be Presented to the Select Board with Summary Background Information for a Vote

10.A.

1. To establish a [Police Commissioner Advisory Committee](#) to assist the Select Board, in their role as Police Commissioners, to provide effective civilian oversight of the police department (see summary below)
2. To request the Town Administrator budget new staff positions and initiatives recommended by the Committee in his fiscal year 2022, 2023, or 2024 budget, as appropriate -
 - a. Town funding for a part-time person in Department of Health and Human Services (DHHS) to assist with services to the homeless population
 - b. Town funding for the Office of Diversity, Inclusion, and Community Relations for a Liaison to assist complainants under the civilian complaint policy and provide staff support to the PCAC.
 - c. Town funding for the existing full-time social worker in the police department when their grant funding ends
 - d. Town funding for an additional full-time social worker to sit in either the Department of Health and Human Services or the Brookline Police Department to support police responses to mental health and substance use calls, provide follow up services to such calls, and assist the current police department social worker
 - e. Town funding for a full-time or part-time data input person and/or data analyst, as determined to be necessary by the police chief, to ensure efficient input and distribution of data on police activities such as traffic stops, field interrogations, and arrests
 - f. Town funding for a benchmark study to enable the PCAC to assess the extent of disparate treatment of people of color in vehicle stops in order to facilitate changes to reduce that disparity
3. To request the Human Resources Department study BPD officer compensation and education incentives relative to peer communities

and evaluate whether current policies are a barrier to retaining highly qualified and diverse personnel.

4. To request that the Town Administrator begin immediate discussions with Acting Police Chief Mark Morgan whether to recommend to the Select Board the appointment of Chief Morgan as interim chief in order to provide additional stability in the Police Department
5. To instruct the Police Chief to begin to back-fill existing and created vacancies at the Superintendent, Deputy Superintendent, Lieutenant, and Sergeant positions to ensure the efficient operations of the Department, promote retention, and encourage greater gender and racial diversity in supervisory positions.
6. To request the Town Administrator to (1) weigh the merits of leaving Civil Service including discussions with police and fire unions and (2) if warranted, begin the process of leaving civil service
7. To recommend to the Housing Authority Commissioners the continuation the Walk and Talk program in the Brookline Housing Authority and to the School Committee the continuation of the School Resource Officers in the Brookline Public Schools with additional requirements proposed by the Community Outreach, Youth, and Non-Traditional Roles Subcommittee
8. To approve the continuance of the work of the Committee to -
 - a. Complete the revision of the civilian complaint policy
 - b. Complete the review and analysis of the survey of police department sworn and civilian employees and report to the Select Board
 - c. To follow up with respondents to the survey of Brookline Housing Authority residents and with the Teen Center to capture more input from youth and families, particularly people of color, on the Walk and Talk program and general attitudes toward and experiences with the Brookline Police Department

Discuss Possible Joint Recommendations with the Task Force

Representatives from the Committee and the Task Force to Reimagine Policing will meet to identify areas where our proposals are aligned and where we can present unified recommendations to the Select Board

Explanations

PCAC

Central to the proposals of the Policing Reform Committee is the Police Commissioners Advisory Committee (PCAC). The Accountability Subcommittee recognized that the civilian Select Board has significant powers as Police Commissioners under state law -- including the power to implement police policies, to hire, suspend, demote, fire for just cause police employees, and hold disciplinary hearings with subpoena power. However, the Select Board is constrained by myriad issues vying for its attention and limited resources. The PCAC would assist Select Board members in providing an effective additional layer of civilian oversight of the Brookline Police Department (BPD) and to serve as ombudspeople and public advocates on policing issues. Professor McDevitt endorses the recommendation and not an independent citizen review board as the appropriate structure for Brookline.

In addition to the Brookline PCAC, the Peace Officers Standards and Training (POST) Commission, a new independent state agency, established by the police reform bill signed into law on December 30, 2020 would have broad powers to oversee and investigate police complaints and sanction officers who commit egregious acts of misconduct from suspension to decertification.

The Select Board will appoint the five voting members of the PCAC who must be residents with lived and professional expertise in policing and related issues. Members must be committed to assisting the Select Board and the BPD to ensure fair and equitable policing in Brookline and, in so doing, promote public trust and confidence in policing.

10.A.

The voting members must demonstrate an ability to make critical, independent, and fair judgments on the policies and practices of the BPD. Voting members shall neither be a current employee of the Town nor an immediate family member of a current BPD employee. Membership is expected to have racial and economic diversity, including the perspectives of communities that have suffered from inequitable treatment by policing in America.

There will also be five non-voting members. Four non-voting members shall be Town staff representing, respectively, the Office of Diversity, Inclusion, and Community Relations, the Human Resources Department, Town Counsel, and the Police Department. There shall also be a non-voting member designated by the Brookline Police Union. The Diversity Office shall coordinate Town staff in assisting the Committee.

Responsibilities include (but are not limited to) the following:

- Determining extent and cause of racial and other disparities in vehicle stops using a reliable benchmark and improved data from BPD
- Reviewing the Police Manual on an ongoing basis and developing and advocating for equitable policing policies for the Select Board to implement.
- To review calls/activity being performed by the Police Department that may be better served by more appropriate Town agencies, such as abandoned bikes, leaf blower enforcement, snow removal violations, etc., and file warrant articles, if necessary, in the fall Town Meeting, including funding for such shifted work.
- Advising the Select Board on priorities for upcoming bargaining with the Brookline Police Union that relate to fair and equitable policing.
- Reviewing internal investigations of civilian complaints for patterns indicative of policy issues; correcting deficiencies in internal investigations; helping complainants appeal to the Select Board as necessary; and advising the Select Board of the need for external investigations into complaints.
- Holding regular public hearings to review BPD annual reports and receive input from the public.

10.A.

The Committee's responsibilities are described in detail in the proposed Charge. Further explanation for the proposed PCAC can be found in the Explanation section of the PCAC's Charge. [\[link\]](#)



Town of Brookline

Massachusetts

**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442
TTY (617) 730-2327

Alison Steinfeld
Director

To: Select Board and Town Administrator Mel Kleckner
From: Meredith L. Mooney, Economic Development and Long-Term Planner
Cc: Building Commissioner Dan Bennett, DPW Commissioner Erin Gallentine, Dr. Swannie Jett, Deputy Chief Randolph, Lt. Michael Murphy, Kara Brewton, Todd Kirrane, Dai Nguyen, Kevin Johnson, Patty Correa, Tiffany Souza, and Roland Lankah
Date: March 11, 2021
Re: Updated Outdoor Dining Program Regulations and Guidelines

Overview:

Attached for your review and approval are updated regulations and guidelines for the Town's current outdoor dining program. These guidelines, which are proposed to take effect on April 1, 2021, were developed by a staff working group, including DPW, Building, Fire, Police, Health, Licensing, Economic Development, and Town Counsel.

The updated regulations and guidelines will apply to restaurants with existing licensed seasonal outdoor seating (which may be extended indefinitely to year-around outdoor seating, see below) and to restaurants with temporary extensions of premises for outdoor seating pursuant to the Governor's COVID-19 State of Emergency orders. Consequently, the Select Board will need to formally adopt these updated regulations and guidelines.

Background:

Since the state's Reopening Plan allowed restaurants to reopen for in-person outdoor dining in June 2020, the Town, through temporary provisions at the state-level tied to the Governor's COVID-19 state of emergency order, has been able to accommodate restaurants seeking year-round and expanded outdoor dining during the pandemic, including restaurants with previously licensed seasonal outdoor seating that wanted to expand table service onto the public way and/or beyond the season, as well as restaurants that had not offered outdoor seating previously. Last fall, the Select Board took actions to ensure that the Town's temporary COVID outdoor dining program would remain in place until 60 days after the end of the Governor's COVID state of emergency order.

Planning for the Future of Outdoor Dining in Brookline:

In anticipation of the end of the state of emergency order, and due to several other factors, including the success of the Town's COVID-era outdoor dining program, as well as the anticipated need to support restaurants throughout the post-COVID recovery process, which is likely to take at least two or three years, Town staff have

taken the following strategic steps to allow for the possibility that the Town's temporary COVID outdoor dining could seamlessly transition into a permanent program:

- 1) **Proposed General and Zoning By-Law Amendments:** The Planning & Community Development Department filed two warrant articles for May 2021 Town Meeting's consideration (Articles 29 and 30), which would allow for an extended, year-round outdoor dining season, which is currently limited to a maximum of six months, as well as expand permissible areas for outdoor seating beyond just private property and sidewalk areas contiguous to a restaurant, to also include parking space parklets, sidewalk areas, and/or private property (with the owner's permission) adjacent to a restaurant storefront.

Town Meeting approval of these proposed amendments would allow the Select Board to retain some or all of the Town's COVID-era outdoor dining program.

- 2) **Updated Program Regulations and Guidelines:** In response to changes at the state-level, as well as lessons learned at the local level through administering an expanded outdoor dining program, the guidelines for the Town's temporary COVID outdoor dining program have been updated several times over the past year. The attached guidelines build off of the additional safety requirements (i.e. concrete jersey barriers to fortify outdoor dining parking space parklets) included in the Winter Outdoor Dining Pilot Program, which is set to expire on March 31, 2021, and include more rigorous ADA accessibility requirements, as well as detailed diagrams and guidance on outdoor seating area placement and design.

Given the possibility that this program might transition from temporary to permanent over the next year, the attached set of regulations and guidelines reflect the safety, accessibility, and aesthetic requirements that the Town would require if the expanded outdoor dining program continued post-COVID.

Because these regulations and guidelines would apply during the upcoming outdoor dining season to restaurants with previously licensed seasonal outdoor seating for safety and accessibility reasons, they require a vote by the Select Board.

Timeline and Process for the Potential Transition from a Temporary to a Permanent Expanded Outdoor Dining Program:

If Town Meeting approves Warrant Articles 29 and 30 in May 2021, and if the Select Board is interested in continuing the expanded outdoor dining program post-COVID, regulations and any associated fees for a permanent expanded outdoor dining program would need to be finalized in fall 2021 so that approval of any expanded outdoor seating areas could be rolled into an application process for restaurants seeking to permanently extend their licensed premises under their liquor, common victualler, and entertainment licenses, and the 2022 license renewal process to the extent that the Board has approved applications for permanent extensions of premises.

In the event that 60 days after the end of the state of emergency occurs prior to December 31, 2021, earlier additional Select Board action may be necessary to implement a permanent expanded outdoor dining program.

Key Considerations:

The temporary COVID outdoor dining program has served as a critical lifeline to local restaurants during the pandemic and has been well received by the community at large because of the added vibrancy and activity it has contributed to Brookline's commercial areas. However, continuation of this program will come at a direct cost to the Town in terms of both lost parking revenue, which may be partially offset by additional meals tax revenue, as well as financial and administrative expenses associated with the purchase, transport, installation, and removal of the concrete jersey barriers used to secure outdoor dining parking space parklets.

11.A.

Based on participation in the expanded outdoor dining program in 2020, staff estimate that approximately 20 restaurants will apply for parking space parklet outdoor seating in 2021. Each parking space parklet will cost the Town \$420.00 for the delivery, installation, and removal of protective jersey barriers in addition to at least several months-worth of lost parking revenue for three parking spaces.

Despite the recent influx of state and federal grant funding relief, restaurants continue to be in a precarious position. While a fee for outdoor seating in parking space parklets would certainly be reasonable - given a privately-owned entity's exclusive access to and benefit from a public space - and may be necessary - given the associated costs to the Town - imposing a fee at this phase in the pandemic may be an onerous requirement and obstacle for many cash-starved restaurants.

Next Steps:

Should the Select Board approve and adopt the attached guidelines and regulations, they will take effect as of April 1 and remain in effect until December 31, 2021. Restaurants operating under temporary extensions of premises pursuant to the Governor's state of emergency order would cease those operations 60 days after the end of the State of Emergency, which could be earlier than December 31, if they have not applied for and received permanent extensions of licensed premises.

If Town Meeting approves Warrant Articles 29 and 30 and the Select Board is interested in retaining some or all of the COVID-era expanded outdoor dining program during the balance of 2021 (assuming an early end to the state of emergency) and in 2022 and beyond, staff will present permanent program guidelines for Select Board consideration, likely in the fall 2021.



Town of Brookline

Massachusetts

Outdoor Dining Program Regulations and Guidelines

Effective April 1, 2021 through December 31, 2021

(Voted: _____)

Due to the success of Brookline's temporary expanded outdoor dining program during the COVID-19 pandemic in 2020, the Town of Brookline is taking steps that may permit the continuation of this program indefinitely.

At a minimum, the Town anticipates continuing the temporary expanded outdoor dining program as permitted by the Governor's COVID-19 emergency orders, which currently permit this temporary outdoor dining program through 60 days after the end of the State of Emergency.

Additionally, the Town's Planning & Community Development Department recently filed several warrant articles for the May 2021 Annual Town Meeting proposing zoning and general by-law changes that would permit licensing for permanent year-round outdoor seating. (The Town's by-laws currently permit licensing for permanent seasonal outdoor seating only.) If approved by Town Meeting, restaurants that are not currently licensed for seasonal permanent outdoor seating and offer outdoor seating through the Town's temporary COVID-era expanded outdoor dining program would be able to apply for permanent licensing extensions of premises for outdoor seating. Restaurants currently licensed for permanent outdoor seasonal seating would be able to apply for year-round permanent outdoor seating.

These Outdoor Dining Program Regulations and Guidelines are issued as conditions for restaurants' outdoor seating. These Outdoor Dining Program Regulations and Guidelines are issued as the conditions for all outdoor seating effective April 1, 2021 and will sunset on December 31, 2021 unless amended earlier or extended by further vote of the Select Board. They are applicable to existing licensed seasonal outdoor seating (which may be extended indefinitely, see above) and to temporary extensions of premises for outdoor seating pursuant to the Governor's COVID-19 emergency orders.

PROGRAM ELIGIBILITY REQUIREMENTS:

- Must be a ground-floor brick-and-mortar food establishment with a common victuallers license.
- Must have adequate adjacent parking space or sidewalk space to comply with the outdoor dining program's placement, design, and accessibility criteria.
- Must comply with all applicable State and local law and Town policy, including, but not limited to, the Select Board's Amended Approval Procedure for the Temporary Extensions of Licensed Premises for Outdoor Seating, the Commonwealth of Massachusetts Covid-19 orders and applicable sector-specific guidelines, the Town of Brookline's Prepared Food Regulations, the Town of Brookline's Sales of Alcoholic

11.A.

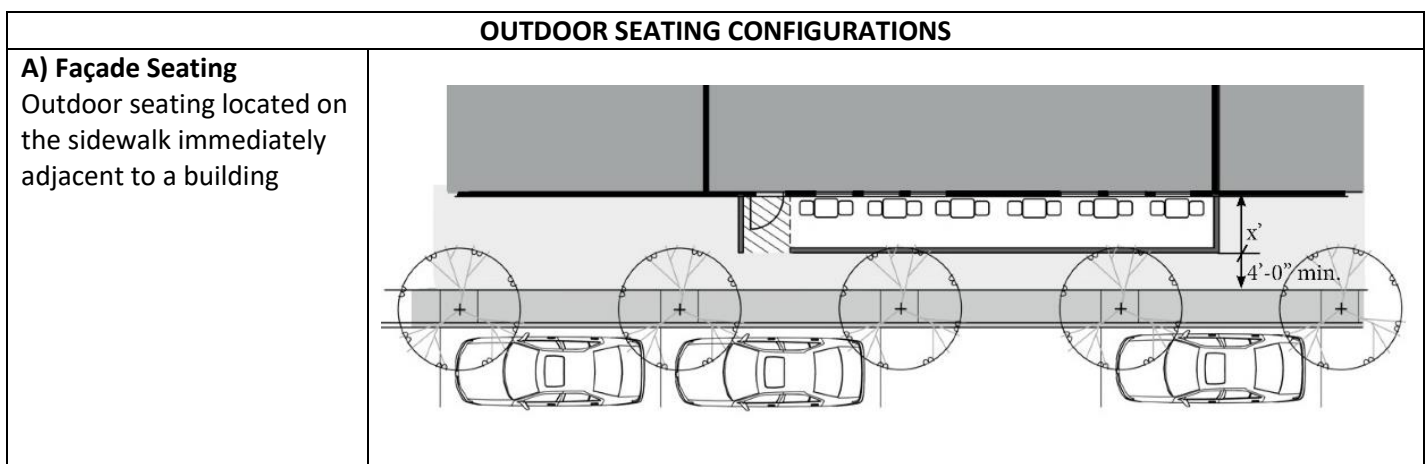
Beverages Regulations, the ABCC's Patio Guidelines, and all laws governing access by people with disabilities.

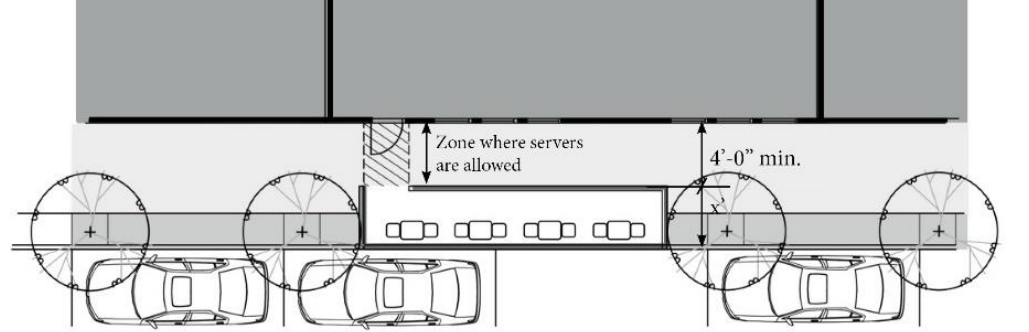
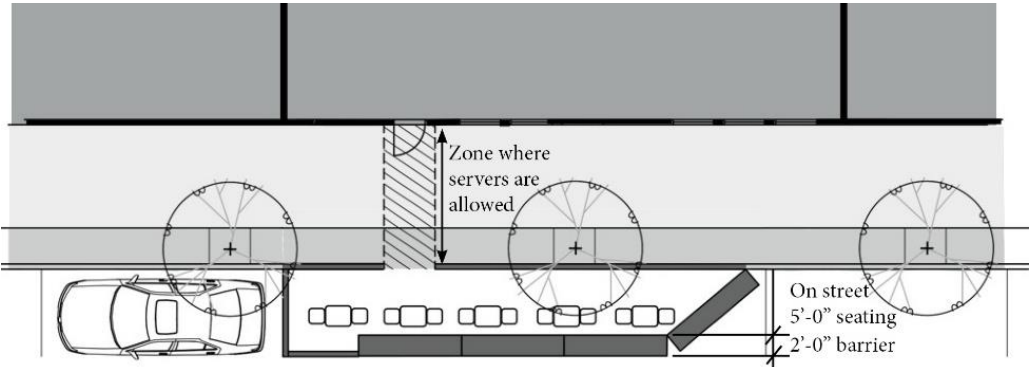
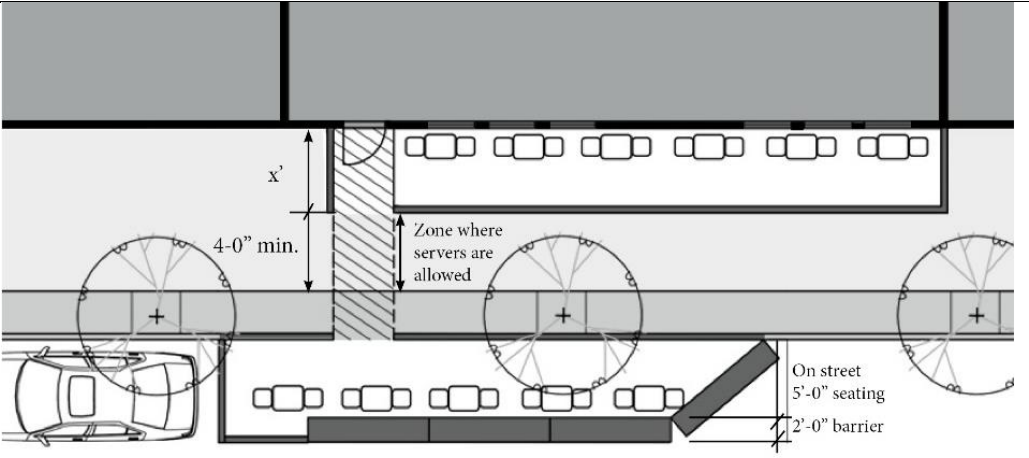
- Contact the Licensing Clerk, Tiffany Souza, tsouza@brooklinema.gov, with any questions regarding your eligibility.

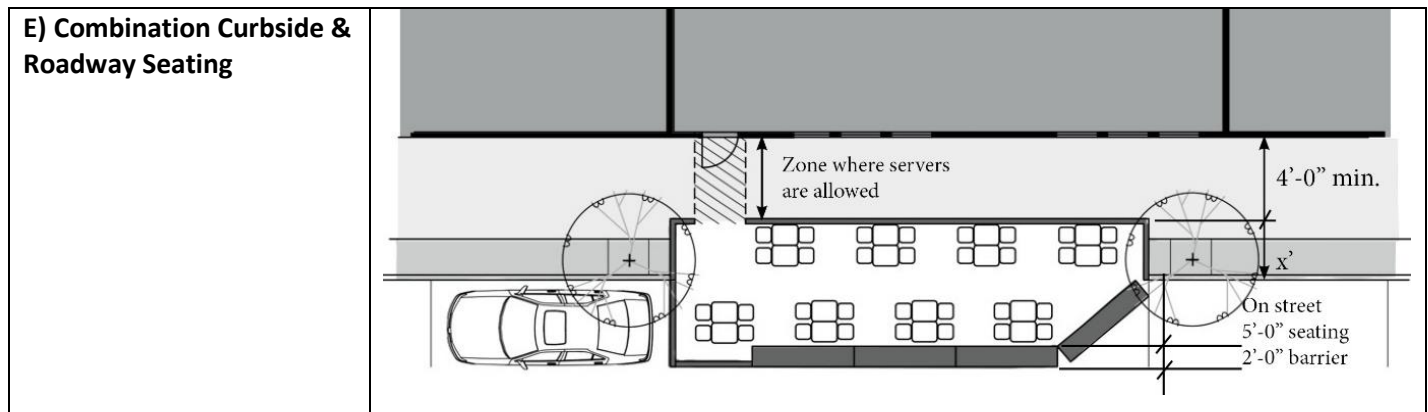
OUTDOOR DINING DESIGN GUIDELINES:

Outdoor Seating Area Placement Guidance:

- Seating is generally limited to the area immediately adjacent to a business' storefront.
 - In some circumstances, outdoor seating areas can extend in front of adjacent businesses. Adjacent property owners and tenants must provide a letter supporting this use with the application submitted to the Select Board.
- Curbside seating (see Outdoor Seating Configuration B below) is generally preferred for outdoor seating on the sidewalk, as it maintains the primary sidewalk area for pedestrians. Outdoor dining adjacent to the building will be considered where it would not negatively impact the pedestrian route of travel.
- Outdoor dining areas on the sidewalk must retain:
 - A 4' minimum but 5' preferred sidewalk width that is clear of any obstructions.
 - Previously approved setups may require modifications to maintain the sidewalk width.
- Outdoor dining areas in the parking lane must:
 - Be limited to 2 usable curbside parking spaces. (Note: A 3rd parking space will be used to accommodate a transition barrier. See Outdoor Seating Configurations C-E for reference.)
 - Be installed 2 feet to the right of the edge line (as measured from the inside edge of the white parking space markers) and not obstruct adjacent Bike/LIT or motor vehicle travel lanes.
 - Accommodate the placement of 2-ft-wide jersey barriers, which will be installed by the Town.
 - Meet PROWAG and MAAB accessibility requirements with either a proposed ramp or a platform constructed to be sidewalk level.
 - Maintain access to utilities and curbside drainage.



<p>B) Curbside Seating Outdoor seating located on the sidewalk along the curb</p>	 <p>The diagram shows a cross-section of a sidewalk with outdoor seating. A shaded area labeled 'Zone where servers are allowed' is adjacent to the building. A dimension of '4'-0" min.' is indicated for the width of the seating area. Circular symbols with a crosshair represent trees or planters. A car is shown parked at the curb.</p>
<p>C) On-Street Seating Outdoor seating located in parking spaces in front of a restaurant storefront. Cannot exceed more than two parking spaces. Must be fortified by concrete jersey barriers, which the Town will provide and install as part of an on-street dining occupancy fee.</p> <p>Contact Todd Kirrane, Transportation Administrator, tkirrane@brooklinema.gov, to request review of your location and installation of concrete jersey barriers.</p>	 <p>The diagram shows a cross-section of a parking space converted for outdoor seating. A shaded area labeled 'Zone where servers are allowed' is adjacent to the building. A dimension of '4'-0" min.' is indicated for the width of the seating area. Circular symbols with a crosshair represent trees or planters. A car is shown parked at the curb. A dimension of 'On street 5'-0" seating' and '2'-0" barrier' is indicated for the on-street seating area.</p>
<p>D) Combination Façade & Roadway Seating</p>	 <p>The diagram shows a cross-section of a parking space converted for outdoor seating, similar to the On-Street Seating diagram. A shaded area labeled 'Zone where servers are allowed' is adjacent to the building. A dimension of '4'-0" min.' is indicated for the width of the seating area. Circular symbols with a crosshair represent trees or planters. A car is shown parked at the curb. A dimension of 'On street 5'-0" seating' and '2'-0" barrier' is indicated for the on-street seating area. A dimension of 'x'' is indicated for the width of the seating area.</p>



Outdoor Seating Area Design Guidance:

- Walls along the sidewalk should be attractive, inviting, and maintain sightlines into and out of the outdoor dining area.
 - May consist of fences, railing or planters and should be self-supporting and easily removed from the sidewalk or parking area.
 - Height Limit: 36 inches to 42 inches.
 - Enclosures are required if alcohol is served. (See Compliance with Liquor License Service and Consumption Requirements in the General Outdoor Seating Requirements section below.)
 - Non-moveable enclosures may be required in areas where the outdoor dining has a tendency to expand beyond its permitted area.
- Walls/railings along the roadway should be attractive, inviting, and made of solid materials.
 - May consist of fences, railing or planters and should be self-supporting and easily removed from the sidewalk or parking area.
 - Height Limit: 36 inches to 42 inches.
 - Enclosures are required if alcohol is served. (See Compliance with Liquor License Service and Consumption Requirements in the General Outdoor Seating Requirements section below.)
 - Non-moveable enclosures may be required in areas where the outdoor dining has a tendency to expand beyond its permitted area.
- Outdoor structures with roofs will require a permit from the Building Department and will be approved on a case-by-case basis. Roof heights on outdoor seating structures must be a minimum of 7 ft and a maximum of 8 ft.
- Outdoor tents 120 square feet or less are allowed.
 - Those in excess of 120 square feet require a permit from the Building Department.
- Electrical wiring for outdoor seating areas must:
 - Be run overhead.
 - Not obstruct the pedestrian path of travel.
 - Obtain a Building permit for the installation of exterior/weatherproof outlets or for the hardwiring of an electrical device per Mass Electrical Code - 527 CMR 12.00 (amended).
- Outdoor propane heaters require a permit from the Fire Department. (See the Outdoor Heating Elements Safety Requirements section in the General Outdoor Seating Requirements below.)

- No promotional signage or logos shall be allowed on any outdoor dining elements (umbrellas, enclosures, etc.). (See the Signage and Advertising Restrictions section in the General Outdoor Seating Requirements below.)

Accessible Seating Requirements:

Restaurants must ensure that outdoor seating areas remain accessible to the public in accordance with the Americans with Disabilities Act (ADA) requirements. This may be accomplished with temporary ramps, access at ground level at the rear of the outdoor seating area, or with an elevated platform flush with the sidewalk. Restaurant owners must submit a seating plan that will meet PROWAG and MAAB accessibility compliance to those using wheelchairs and then demonstrate that they have achieved and sustained compliance if the plan is approved.

Outdoor dining must be accessible and meet PROWAG and Massachusetts Architectural Access Board's regulations (available at <https://www.mass.gov/doc/521-cmr-1700-restaurants/download>):

521 CMR 17.00: RESTAURANTS

17.2 SEATING

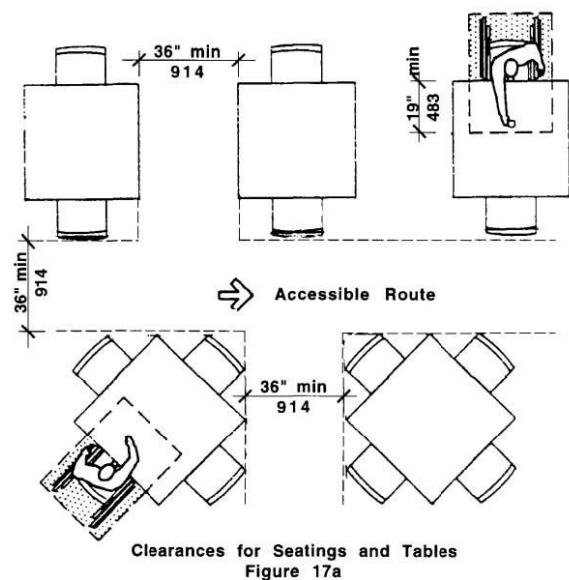
At least 5% but not less than one, of the tables shall be accessible, be on an accessible route, and in compliance with the following:

17.2.2 A 36 inch (36" = 914mm) access aisle shall be provided between all accessible tables. No seating shall overlap the access aisle. See Fig. 17a.

17.2.3 Clear floor space as defined in 521 CMR 5.00: DEFINITIONS shall be provided at each seating space. Such clear floor space shall not overlap knee space by more than 19 inches (19" = 483mm). See Fig. 17a.

17.2.4 Knee Clearances: If seating for people in wheelchairs is provided at tables or counters, knee spaces at least 27 inches (27" = 686mm) high, 30 inches (30" = 762mm) wide, and 19 inches (19" = 483mm) deep shall be provided. See Fig. 17b.

17.2.5 Height of Tables or Counters: The tops of accessible tables and counters shall be from 28 inches to 34 inches (28" to 34" = 711mm to 864mm) above the finish floor or ground. See Fig 17b.



Clearances for Seatings and Tables
Figure 17a

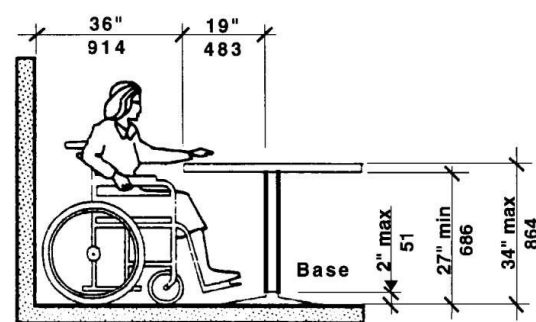


Table Heights and Clearances
Figure 17b

11.A.

GENERAL OUTDOOR SEATING REQUIREMENTS: Violation of these requirements will result in steps to revoke your outdoor seating permit.

Adequate Maintenance of the Public Right of Way	<p>A minimum of 48" but 60" preferred of sidewalk clearance must be maintained to always ensure ADA accessibility and a clear pedestrian path.</p> <p>Outdoor dining areas cannot obstruct other street furniture, lamp posts, mailboxes, plantings, signage, etc. unless permitted.</p> <p>Electrical cord crossing sidewalks at grade are not permitted. All electrical devices crossing sidewalks overhead must have a minimum 10 ft. clearance (use of trees and vegetation is not permitted).</p>
Assembly and Disassembly	<p>Outdoor seating areas must be easy to assemble on site and dismantle for storage or in case of emergency hazard situations (e.g. emergency access to sewer drains or manhole covers).</p> <p>Outdoor seating structures may not be bolted to the public sidewalk, street area, or any other infrastructure owned by the Town without prior approval by the Department of Public Works.</p>
Signage and Advertising Restrictions	<p>While beautification of outdoor seating areas is encouraged (e.g. with flower planters and brightly colored umbrellas), signs and corporate logos (including that of the restaurant utilizing the outdoor dining space) may not be displayed in the outdoor seating area.</p>
Use and Beautification of Concrete Jersey Barriers	<p>The concrete jersey barriers provided by the Town may be painted to beautify the outdoor seating area. Proposed designs must be submitted to the Department of Public Works for approval. Proposals with advertising, logos, etc. will not be approved.</p> <p>If restaurants opt to remove the concrete jersey barriers during the winter, the Town cannot guarantee that restaurants will receive the same jersey barriers for the following outdoor dining season.</p>
Outdoor Seating Area Enclosure	<p>An outdoor dining area must be enclosed on all sides to separate it from the public right-of-way. Different types of enclosures can be used, such as fencing, bollards, or plant containers, but they must provide visibility between the seating area and the sidewalk.</p> <p>The enclosure must be cane-detectable.</p>
Compliance with Liquor License Service and Consumption Requirements	<p>Alcohol service and consumption in approved outdoor seating areas must comply with all Alcoholic Beverages Control Commission (ABCC) requirements.</p> <p>Outdoor seating areas must be enclosed by a fence, rope, or other means to prevent access from a public walkway.</p> <p>The licensee should have a view of the outside premises from inside the premises, or alternatively the licensee may commit to providing management personnel dedicated to the area.</p>

11.A.

	<p>Egress from the inside to the outside must be clearly established to assure safe, uninterrupted service of alcoholic beverages.</p> <p>No alcoholic beverages shall be served or consumed in any areas of the premises that are not included in the approved description of the licensed premises or temporary extension of premises.</p>
Properly Secured Furniture	<p>Furniture should be secured together with cable and locks. Furniture should not be stacked or locked to other objects, such as streetlights, street trees, or the enclosure.</p>
Properly Secured Tents, Canopies, and Umbrellas	<p>All tents and canopies must be less than 120 square feet and fit within the outdoor seating space authorized by the Town. All tent and canopy legs must be weighted down with a minimum of 40 lbs., such that they do not move, blow over, or cause damage in severe weather or high winds. Tent and canopy weights and lines must be clearly visible and not pose a hazard. Restaurants are responsible to take down tents and secure loose items in advance of weather incidents. Anyone seeking to use tents or canopies exceeding 120 square feet must obtain a permit from the Building Department.</p> <p>Tents and canopies must be free and clear of all ignition sources.</p> <p>To avoid damage, in the event of high winds, ice or snow, tents and canopies shall be removed promptly when requested by the Department of Public Works. Restaurants must be aware that tents, canopies, and umbrellas do not have designated snow loads and should not be used if there is snow accumulation. Prior to use, all tents, canopies, and umbrellas should be cleared of accumulated snow.</p> <p>Only utilize umbrellas with a weighted base. Such umbrellas may not extend past the outdoor dining area barriers or obstruct access to or ventilation of utility covers.</p>
Outdoor Heating Elements Safety Requirements	<p>All outdoor heating devices must be Underwriters Laboratory (UL) listed.</p> <p>Propane Heaters: Restaurants that have secured Fire Department approval for temporary use of propane patio heaters through the Liquid Propane Outdoor Heating Pilot Program may use patio heaters in approved outdoor dining areas. Through the Town's Liquid Propane (LP) Outdoor Patio Heating Appliance Use and Storage Pilot Program, propane heaters shall be allowed on the public way (i.e. sidewalks or parking spaces), subject to securing a permit through the Brookline Fire Department and compliance with the Fire Department's <u>Liquid Propane (LP) Outdoor Patio Heating Appliance Use and Storage Pilot Program Requirements</u>. Permitting fees for this pilot program have been waived.</p> <p>Electric Heaters: The use of hardwired electrical heating appliances for outdoor seating areas must be permitted by the Town of Brookline's Electrical Inspector. Plug-in electrical heating elements will be permitted in the public way on a case-by-case basis. Plug-in electrical heating elements must meet the following requirements:</p>

11.A.

	<ul style="list-style-type: none"> ▪ Must be used and located per the owner's manual, manufacturer's installation instructions and specifications. ▪ Must be located on the ground at grade. ▪ Shall be rated for outdoor use. ▪ Shall be rated for damp or wet locations. ▪ Cannot be located under a tent or canopy. ▪ Maintain all clearances to combustibles. ▪ Wires may not cross the public sidewalk at-grade. ▪ All electrical devices crossing sidewalks overhead must be a min 10ft clearance (use of trees and vegetation not permitted). ▪ All electric heaters shall be equipped with an automatic shut-off safety feature. ▪ Outdoor rated extension cords shall be used if allowed by manufacturer. <p>Location of Outdoor Heating Elements: No heating elements are permitted under tents, canopies, or awnings. All heating elements must be located at a safe distance from tents, canopies, awnings, and other combustible materials per the manufacturer's technical specifications and in compliance with the Fire Department's <u>Liquid Propane (LP) Outdoor Patio Heating Appliance Use and Storage Pilot Program Requirements</u>. Additionally, all heating elements and associated equipment shall be placed in such a way that they do not create a safety hazard for the general public in utilizing the space or passing on the public way.</p>
Lighting and Other Outdoor Electrical Elements Safety Requirements	<p>Outdoor lighting elements must be used and located per the owner's manual and manufacturer's installation instructions and specifications.</p> <p>Building permits must be obtained for the installation of exterior/weatherproof outlets or for the hardwiring of an electrical device per <i>Mass Electrical Code - 527 CMR 12.00 (amended)</i>.</p> <p>Outdoor rated extension cords may be used if allowed by manufacturer.</p> <p>All electrical cords crossing sidewalks at grade are not permitted. All electrical devices crossing sidewalks overhead must have a minimum 10 ft. clearance (use of trees and vegetation is not permitted).</p> <p>Types of lighting that could blind or significantly distract drivers are not permitted.</p>
Night-time Visibility Requirements	On-street seating areas must be marked with high intensity retro-reflective tape or reflectors to ensure the visibility of patrons and barriers at night.
Public Utilities	Outdoor dining areas must not block fire hydrants or cover any utility or manhole covers.
Water Drainage	Outdoor dining areas must not be installed over street drains unless accommodations for water flow are made.
Paving Schedule	Outdoor dining areas should not be installed in locations scheduled for resurfacing or utility work within 8 months of installation.

11.A.

Restaurant Health and Safety Standards	Outdoor seating areas must comply with Restaurant Health and Safety Standards Outlined in the State's Reopening Plan. These safety standards include but not limited to: face coverings, social distancing, size of party per table, distance between tables, as well as the frequent cleaning of all tables and chairs.
Winter Maintenance Requirements	<p>Restaurants with on-street outdoor dining areas that do not intend to provide outdoor dining service through the winter months must notify the Town and arrange for the removal of the concrete barriers with the Department of Public Works no later than November 1, 2021.</p> <p>In the event of ice or snow, the sidewalk must be kept free and clear of all outdoor furniture so that the Town can treat or plow commercial area sidewalks safely and unimpeded by obstructions.</p> <p>Restaurants remain responsible to maintain a minimum of 48", but preferably 60", of sidewalk clearance in accordance with ADA accessibility requirements, the Winter Guide for Brookline Property Owners, Businesses, and Residents, and the Town's Snow Removal By-Law.</p> <p>In addition, restaurants are responsible for maintaining their outdoor seating areas and access to those areas, including sidewalks narrowed to less than 6 feet by outdoor seating furniture.</p> <p>The Town encourages restaurants to engage a qualified contractor to ensure that snow is removed in a timely manner.</p> <p>DPW will strive to preserve any outdoor seating materials encountered during treatment and clearance of the public way but cannot guarantee that outdoor seating materials will not be damaged in the snow and ice removal process.</p>

APPLICATION PROCESS:

Submit the following plans and documentation to the Town Licensing Clerk and appropriate Town departments for review and approval:

- **A description of the proposed plans and a diagram showing the street, sidewalk, or private property area to be used in relation to the restaurant, conforming to the requirements outlined in the *Outdoor Dining Program Regulations and Guidelines (effective April 1, 2021)* and detailing:**
 - Eye-level photos of the proposed location.
 - Points of access and egress.
 - How the seating area will meet PROWAG and MAAB accessibility compliance including a demonstration that tables will be PROWAG and MAAB accessible to those using wheelchairs.
 - Materials and design for walls separating the outdoor dining between the pedestrians and the outdoor dining area for those on the sidewalk.

11.A.

- Professionally designed plans showing proposed heights, dimensions, etc. for applicants seeking to build structures in on-street outdoor seating areas.
 - Size/type of tables, seats, service stations, and any other items proposed to be placed in the proposed premises extension, such as barriers, planters, fans and heaters; fencing or other barriers to separate patrons from high traffic areas including public sidewalks, if 6' separation is not possible.
 - Existing signs, streetlights, parking meters, street furniture and other items in the proposed extended premises.
 - Property line between Town and private property; and location of buildings in relation to property line, along the entire façade of the building.
- **For outdoor seating proposed on public property:**
 - **License Agreement Form**, unless waived by Select Board's Office.
 - **Certificate of Liability Insurance:** Restaurants with outdoor seating on public property must provide certificate of liability insurance naming the Town of Brookline as an additionally insured party in the amount of \$500,000/\$1 million or in an amount otherwise specified by the Select Board's Office through December 31, 2021.
 - **Certificate of Liquor Liability Insurance:** A certificate of liquor liability insurance in the amount required by Mass. Gen. Laws Ch. 138, s. 12 and Section B(7) of the Town's Sales of Alcoholic Beverages Regulations listing the Town as an additional insured, demonstrating coverage of the extended outdoor premises through December 31, 2021.
 - **DPW Occupancy permit** for the installation of any permanent or semi-permanent item on public property
 - **Emergency Notification Contact:** Restaurants must provide the Town with a valid and reliable email address to receive emergency notifications from the Town, such as snow removal, high wind advisory notifications, etc.
 - **Proof of consent by third parties:** Restaurants with proposed outdoor seating on the private property of third parties must submit proof of consent by the third party to for such use, such as a lease or other agreement.
 - **Fire Department permit** for any proposed propane heating lamps.
 - **Building Department permit** for any tents exceeding 120 sq. ft., on-street structures with roofs, etc.

RESTAURANT OWNER RESPONSIBILITIES:

Permit Fees	Amount to be determined by the Select Board.
Regular Maintenance	<ul style="list-style-type: none"> ▪ Cleaning ▪ Trash removal ▪ Plant watering
Day-to-Day Management	<ul style="list-style-type: none"> ▪ Daily setup and breakdown of any items that cannot be left out overnight are the responsibility of the owner. ▪ Furniture should be secured together with cable and locks; furniture should not be stacked or locked to other objects, such as streetlights, street trees, or the enclosure.
Temporary Removal	<ul style="list-style-type: none"> ▪ Outdoor seating areas may be required to be removed for construction, repair, or utility work.
Winter Maintenance	<ul style="list-style-type: none"> ▪ Restaurants with approved sidewalk and on-street outdoor seating must provide the Town Licensing Clerk with a valid and reliable email address to receive prompt snow removal and hazardous weather warning notifications. ▪ In the event of ice or snow, the sidewalk must be kept free and clear of all outdoor furniture so that the Town can treat or plow commercial area sidewalks safely and unimpeded by obstructions. The Town is not responsible for any damaged caused to or by outdoor seating areas in the public way. ▪ Restaurants remain responsible to maintain a minimum of 48", but preferably 60", of sidewalk clearance in accordance with ADA accessibility requirements, the Winter Guide for Brookline Property Owners, Businesses, and Residents, and the Town's Snow Removal By-Law. ▪ In addition, restaurants are responsible for maintaining their outdoor seating areas and access to those areas, including sidewalks narrowed to less than 6 feet by outdoor seating furniture. ▪ The Town encourages restaurants to engage a qualified contractor to ensure that snow is removed in a timely manner. ▪ Restaurants with on-street outdoor dining areas that do not intend to provide outdoor dining service through the winter months must notify the Town and arrange for the removal of the concrete barriers with the Department of Public Works no later than November 1, 2021.

ARTICLE x

X ARTICLE

Submitted by: Human Resources

To see if the Town will raise and appropriate, or appropriate from available funds, a sum or sums of money to fund the cost items in collective bargaining agreements between the Town and various employee unions; fund wage and salary increases for employees not included in the collective bargaining agreements; and amend the Classification and Pay Plans of the Town; or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article is inserted in the Warrant for any Town Meeting when there are unsettled labor contracts. Town Meeting must approve the funding for any collective bargaining agreements.

12.A.

May 19, 2021 Annual Town Meeting

x-2

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

.

XXX

ARTICLE xX ARTICLE

Submitted by: Treasurer/Collector

To see if the Town will authorize the Town Treasurer, with the approval of the Select Board, to enter into Compensating Balance Agreement(s) for FY2022 in accordance with General Laws Chapter 44, Section 53F, or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article authorizes the Town Treasurer to enter into Compensating Balance Agreements, which are agreements between a depositor and a bank in which the depositor agrees to maintain a specified level of non-interest bearing deposits in return for which the bank agrees to perform certain services for the depositor. In order to incorporate such compensating balance agreements into the local budget process, the Commonwealth passed a law in 1986 mandating that all such arrangements be authorized by Town Meeting on an annual basis.

12.A.

May 19, 2021 Annual Town Meeting

x-2

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX

ARTICLE 6SIXTH ARTICLE

Submitted by: Board of Assessors

To see if the Town will elect to establish an additional property tax exemption for fiscal year 2022 which shall be uniform for all exemptions, in accordance with Section 4 of Chapter 73 of the Acts of 1986, as amended by Chapter 126 of the Acts of 1988, and accept said Section 4, as amended, or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article provides for an increase in the property tax exemptions for certain classes of individuals, including surviving spouses, low-income elderly, the blind and disabled veterans. The proposed increases, which require annual reauthorizations, have been approved by Town Meeting continually since FY1989.

12.A.

May 19, 2021 Annual Town Meeting

6-2

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX

ARTICLE xx ARTICLE

Submitted by: Select Board

To see if the Town will vote (i) to appropriate \$1,903,000, representing a portion of the net premium received upon the sale of the Town's \$153,365,000 General Obligation Municipal Purpose Loan of 2020 Bonds dated March 19, 2020, to pay a \$1,903,000 portion of the cost of the Driscoll School Reconstruction project authorized in the amount of \$115,300,000 by a vote of the Town passed November 19, 2019 (Article 4), excluded from the limitations of Proposition 2½, so-called, on December 10, 2019 (Question 1) (the "Driscoll School Project"), thereby reducing the amount authorized to be borrowed for such project by a like amount, (ii) to appropriate \$4,145,750, representing a portion of the net premium received upon the sale of the Town's \$159,520,000 General Obligation Municipal Purpose Loan of 2021 Bonds dated March 24, 2021, to pay a \$4,145,750 portion of the cost of the Driscoll School Project, thereby reducing the amount authorized to be borrowed for such project by a like amount and (iii) to take any other action relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

The appropriation vote for the Driscoll School did not include language allowing the Town to apply the bond premium received as part of the bond sale to the project. This article allows the Town to retroactively apply the net premium received from the General Obligation bonds issued for the Driscoll School project to the costs of the project thereby reducing the overall cost of the project.

12.A.

May 19, 2021 Annual Town Meeting

x-2

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX

ARTICLE xX ARTICLE

Submitted by: Select Board

To see if the Town will amend its General By-Laws by adding a new section XXX as follows:

COMMUNITY PRESERVATION COMMITTEE

Section 1. Establishment and Membership

- a. There is hereby established a Community Preservation Committee consisting of nine (9) members. The membership shall be composed of one member of the Conservation Commission as designated by such Commission, one member of the Preservation Commission as designated by such Commission, one member of the Planning Board as designated by such Board, one member of the Park and Recreation Commission as designated by such Commission, one member of the Brookline Housing Authority as designated by such authority, and four (4) at-large members appointed by the Select Board.
- b. At-large members shall be appointed to the following initial terms: One (1) for a one-year term, two (2) for two-year terms, and one (1) for a three-year term. All subsequent terms shall be for three years. All other members shall serve a term determined by their designating bodies not to exceed three years. All members, at-large and otherwise, are eligible for reappointment. Should any appointing or designating authority fail to appoint a successor to a CPC member whose term is expiring, such member may continue to serve until the relevant authority names a successor.
- c. A vacancy of the committee shall be filled by the relevant appointing or designating authority.

Section 2. Duties and Responsibilities

- a. The Community Preservation Committee shall have all of the duties and powers set forth in G.L. c. 44B §5, including, but not limited to, the following: The Community Preservation Committee shall study the needs, possibilities and resources of the Town regarding community preservation. The Committee shall consult with existing municipal boards, including the Select Board, Conservation Commission, the Preservation Commission, The Planning Board, the Park and Recreation Commission, the Council on Aging, the Housing Authority, and the Advisory Committee. As part of its study, the Committee shall hold one or more public informational hearings on the needs, possibilities, and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of

May 19, 2021 Annual Town Meeting

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two weeks preceding the hearing in a newspaper of general circulation in the Town.

- b. The Community Preservation Committee shall make recommendations to the Town Meeting for the acquisition, creation, and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation, and support of community housing; and for rehabilitation or restoration of such open space and community housing that is acquired or created with CPA funds. With respect to community housing, the Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites. The Committee's recommendations to Town Meeting shall be subject to G.L. c. 44B, s. 5(b)(2) and shall include their anticipated costs.
- c. The Community Preservation Committee may include in its recommendation to the Town Meeting a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose, or to set aside for later spending funds for general purposes that are consistent with community preservation.
- d. Prior to making its final recommendations to Town Meeting for approval, the Committee shall present draft recommendations to the Select Board and the Advisory Committee for comment. A designated member of the Select Board and the Advisory Committee may serve as liaisons to the Committee.

Section 3. Administration and Operation

- a. The Community Preservation Committee shall not meet or conduct business without the presence of a quorum. A majority of the members of the Community Preservation Committee shall constitute a quorum.
- b. The Community Preservation Committee shall approve its actions by majority vote of the quorum.
- c. Each fiscal year, the Committee shall recommend to Town Meeting an operational and administrative budget. The timing of such budget recommendation shall be coordinated with the Town Administrator's annual operating budget submission to the Select Board.

Section 4. Amendments

The Community Preservation Committee shall, from time to time, review the administration of this by-law and make recommendations, as needed, for amendments to the by-law and the Committee's administrative practices to improve its operations.

Section 5. Construction and Severability

At all times this by-law shall be interpreted in a manner consistent with G.L. c. 44B, the Community Preservation Act. Should any section, paragraph or part of this chapter be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph, or part shall continue in full force and effect.

Section 6. Effective Date

This Bylaw shall take effect immediately upon approval by the Attorney General of the Commonwealth. Each appointing authority shall have forty five (45) calendar days after approval by the Attorney General to make their initial appointments.

or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

Should the Town approve the ballot question to adopt the Community Preservation Act the next step in the process is to create a by-law to establish a Community Preservation Committee. This article follows the requirements for the composition of the Committee which must include one representative from Conservation, Preservation, Parks and Recreation, Housing Advisory Board and the Planning Board. The Select Board may appoint up to four additional at-large members. If the ballot initiative is not successful this article will not be moved.

12.A.

May 19, 2021 Annual Town Meeting

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SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

.

ARTICLE xx ARTICLE

Submitted by: Paul Harris, TMM-9; Nathan Shpritz, TMM-16; Jane Gilman, TMM-3; Bob Weintraub, TMM-9; Deborah Brown, TMM-1; Bob Miller, TMM-8; Linda Olson Pehlke, TMM-2; Werner Lohe, TMM-13

To see if the Town will adopt the following Resolution:

1. WHEREAS, the Town of Brookline has historically been a *lighthouse community* in our nation, with a reputation for responding with creativity and innovation to a broad range of local, national, and global challenges — in climate action, education, housing, preservation, and engaged governance;
2. WHEREAS, the COVID-19 pandemic has produced the dual financial challenges of reduced Town of Brookline revenue and significant increased need; it also presents an opportunity to create a 21st Century Vision of Brookline in a Global Context supported by Town of Brookline staff, community volunteers, and people of means who find fulfillment providing financial support to their home community;
3. WHEREAS, The Town of Brookline has immediate needs not included in the current budget to serve the less-privileged among us, especially in the context of COVID-19, for nutritious food, urgent affordable housing repairs, access to reliable and affordable *wifi* services, emotional and physical safety and wellness, including additional social workers in the public schools, *Innovation Funds* in the K-8 schools that can address equity issues, technology-vocational training, and educational support;
4. WHEREAS, in addition to addressing immediate needs, the Town of Brookline requires long-term resources, including for comprehensive planning and zoning, to develop and realize a 21st Century Vision of Brookline in a Global Context, that will:
 - a. Provide necessary support so that all Brookline residents, including the elderly, disabled, and disadvantaged, have food, safe housing, and basic services
 - b. Address racial justice and equity issues
 - c. Lead the transition from fossil fuel energy to renewable electricity for Town facilities and throughout Brookline to support a sustainable future for the world
 - d. Engage elders as wise counselors and inspiring mentors for younger generations
 - e. Provide guidance and support to meet the physical, mental, emotional, and social wellness needs of students in the Public Schools of Brookline
 - f. Advocate for improvements in state and national policies to better meet local needs

5. WHEREAS, many employees of the Town of Brookline cannot afford to live in Brookline, and a Town program providing affordable housing for Town employees who want to live in Brookline could benefit the entire Brookline community;

6. WHEREAS, tax policy in the United States and in Massachusetts has skewed LESS progressive since the 1970's, with real hourly wages stagnant and the social safety net weakened, leading to growing income and wealth gaps, and those most fortunate among us now have the means to make a greater contribution to the public good of the town;

7. WHEREAS, In 2020, the wealthiest 1.13% of U.S. households had a net worth above \$10 million;

8. WHEREAS, an annual household voluntary contribution to help realize a 21st Century Vision of Brookline in a Global Context of 1% of total net worth above \$10 million would be of significant value to our community;

9. WHEREAS, The Town of Brookline has a Payment in Lieu of Tax (PILOT) Policy and receives voluntary contributions from tax-exempt property owners;

NOW, THEREFORE, BE IT RESOLVED that Brookline Town Meeting calls upon the Select Board to (i) adopt a Payment in Addition to Tax (PIATT) Program recommended by a Select Board appointed committee charged with developing rules and regulations for disbursement of funds received; and (ii) encourage contributing Brookline households to make annual voluntary contributions to the Town of Brookline with a suggested guideline of 1% of household net worth above \$10 million, or such other amount as Town Meeting may recommend, pursuant to and under Massachusetts General Laws, Chapter 44, Section 53A; with these contributions to be used exclusively for public purposes and therefore be considered tax-deductible under Section 170(c)(1) of the Internal Revenue Code; and (iii) consider a similar program for businesses and others

Or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

In this time of national crisis, Brookline can call upon its history of innovation and leadership in creating local solutions to national and global policy challenges. Brookline has pioneered in addressing the climate crisis through organizations such as Climate Action Brookline, the Select Board's Climate Action Committee, and the Green Caucus; measures such as eliminating the use of Styrofoam and single-use plastic water bottles and bags, encouraging solar rooftops and fossil-fuel-free new construction, and implementing a green electricity program that makes it easy for homeowners and businesses to purchase 100% renewable electricity. Brookline High

School launched the African American and Latinx Scholars Program (AALSP), the Calculus Project, and School within a School (SWS); and Brookline created the Brookline Early Education Program (BEEP) and Facing History and Ourselves.

This warrant article calls upon the Select Board to build on this record by adopting a program that encourages Brookline households with high net worth to make annual voluntary tax-deductible contributions to the Town of Brookline. Brookline does not have a large commercial tax base nor a large number of residential taxpayers relative to the number of students in the public schools. Brookline does have high net worth households. In 2019, the median price for a single-family home sold in Brookline was over \$2.1 million, the highest median price in Greater Boston¹. Brookline also has a well educated population, with 84% of the adult population having at least a bachelor's degree, and 14% of Brookline adults having a doctorate, the highest percentage in the country.

Brookline 2019 Demographics²

Race	Population	% of Population	Poverty	% in Poverty
Total	59,180	100%	7,250	12%
Asian	10,258	17%	1,913	19%
Black	1,746	3%	569	32%
Latinx	4,012	7%	752	19%
Multirace/Other	2,896	5%	574	20%
White	40,268	68%	3,442	9%

This warrant article seeks to enhance ways the Town helps less advantaged households, including disadvantaged seniors and disabled individuals, to receive more of the services and care our more advantaged households have. This includes nutritious food, housing and timely housing repairs, reliable and affordable wifi services, and youth employment. Within the Public Schools of Brookline, it includes tutoring; greater access to social workers; guidance counselors to help with college applications, financial aid documents, and overnight arrangements for college visits; and after-school, weekend, and summer enrichment. Funds received can also be used to address issues such as racial equity and climate change.

¹ <https://www.bostonmagazine.com/property/single-family-home-prices/>

² <https://worldpopulationreview.com/us-cities/brookline-ma-population>

12.A.

May 19, 2021 Annual Town Meeting

34-4

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX



**Town of Brookline
Finance Department**

TREASURY DIVISION
Jeana A. Franconi, CPA
Finance Director/Treasurer
Kyle Banoe
Assistant Treasurer
Debra Mann
Assistant Collector

MEMORANDUM

To: The Select Board
Melvin Kleckner, Town Administrator

From: Jeana Franconi *jf*, Finance Director

Date: 03/12/2021

Re: Sale of Bonds

A few weeks ago, the Town announced it maintained its Aaa rating from Moody's and S&P Global.

This credit rating was in conjunction with the Town's sale of \$159,520,000 in General Obligation Bonds. The sale took place on February 24, 2021. Eight bids were received and the lowest bidder was Bank of America Merrill Lynch, with an average interest rate of 1.835%. The premium was applied to all projects to reduce principal.

The new General Obligation Bond issues are as follows:

- The amount of \$86,154,250 is to finance a portion of the Driscoll Elementary School reconstruction. The term of the borrowing is 25 years.
- The amount of \$62,512,250 is to finance the Brookline High School expansion. The term of the borrowing is 25 years.
- The amount of \$2,190,750 is to finance building roof repairs. The term of the borrowing is 15 years.
- The amount of \$1,897,000 is to finance Larz Anderson Park improvements. The term of the borrowing is 10 years.
- The amount of \$1,725,500 is to finance water system improvements. The term of the borrowing is 10 years.
- The amount of \$665,000 is to finance building envelope repairs. The term of the borrowing is 10 years.
- The amount of \$302,000 is to finance Harry Downs Field improvements. The term of the borrowing is 10 years.

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13.A.

Each year, as part of the bond sale, the Town examines whether it is feasible to refinance existing debt. The standard metric is to refund bonds if the principal savings ratio is greater than 3%. The 2011 borrowing for the Runkle School (\$3,919,560) and Golf Course (\$153,690) has an estimated savings ratio of 15%. The estimated savings over the remaining term of the borrowing (10 years) is approximately \$738,780.

On the same day, the Town sold \$6,700,000 in Bond Anticipation Notes (BAN). Five bids were received and the lowest bidder was TD Securities with a net interest cost of 0.190%. Proceeds from the BAN finance the acquisition of the three properties on Oak Street (\$4.7M) and the feasibility study for the Pierce Elementary School (\$2M).

I am requesting the Select Board approve the \$159,520,000 General Obligation Bonds be awarded to Bank of America Merrill Lynch and the \$6,700,000 Bond Anticipation Notes be awarded to TD Securities.

Please note that on March 17, 2021 the Town will sell General Obligation Bonds for the purchase of the Newbury College parcels for \$14,900,000. I look forward to requesting your approval for the sale on April 6, 2021.

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Natalia Linos
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	N/A
Email	[REDACTED]
Application for specific Board/Commission?	Advisory Council on Public Health
What type of experience can you offer this Board/Commission?	I am a social epidemiologist, and currently the Executive Director of the FXB Center for Health and Human Rights at Harvard. I have over fifteen years work experience in global health, having previously worked at the UN, leading the work on environment, climate change and health, and at the NYC Health Department working on racism and health, as well as mental health challenges. I bring relevant policy and research experience and am eager to support the vision for a more inclusive community that is healthy, safe, connected and equitable for all.
What type of issue would you like to see this Board/Commission address?	Health equity and action on the broader social determinants of health (which is already the focus) with an emphasis on racial justice and climate change.
Are you involved in any other Town activities?	Not very actively
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	NataliaLinos CV.pdf

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Tue 6/9/2020 2:31 PM

To: Devon Williams <dwilliams@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Rosemarie Roque Gordon
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	rroquegordon@yahoo.com
Application for specific Board/Commission?	Advisory Committee on Public Health
What type of experience can you offer this Board/Commission?	I am a Board Certified Pediatrician with more than 13 years of experience working in primary care in the Boston area. I also recently received a Masters of Public Health from the Harvard T.H.Chan School of Public Health (in May 2019). I currently work at MIT Medical as a pediatrician.
What type of issue would you like to see this Board/Commission address?	I would like this committee to address all matters related to public health, specifically child health, and health inequities related to social determinants of health (SDOH).
Have you attended any Board/Commission Meetings?	Not yet
Are you involved in any other Town activities?	I am an active voter, parent of a child in the Coolidge Corner School, and have become more interested in town politics because my neighbor, Paul Harris, who is a Town Meeting member, has talked with me about his positive experiences working in town politics.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	I work from 8:30 to 4:30 pm on weekdays, but could arrange my schedule to be able to attend one to two meetings per month
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE,	CV - Rosemarie Roqué Gordon - Google Docs.mhtml

OR JOURNAL ARTICLE,
ETC.)

Email not displaying correctly? [View it in your browser.](#)